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Current Topics.

Lord Reading's Return.

LORD READING has now returned to England after four years in which he has borne the burden of Empire amidst the tropical heat of India. Whether he will go back as Viceroy we are not in a position to say, but all lawyers in this country will join in cordially welcoming him now he has again set foot on English soil. It is no light task for a man on the verge of sixty to forsake the dignified and not too exacting office of Lord Chief Justice in order to take up a task which at the present moment is full of never-ending anxieties, dangers, and disappointments. That Lord READING should have discharged so efficiently and even brilliantly duties of a type for which his previous career, in the City and at the Bar, had in no way prepared him by any special training, is perhaps the highest testimony afforded in our generation of that ability to take up new tasks and to master affairs, however onerous, which we like to believe is characteristic of the legal profession in a greater degree than of any other. Versatile, indeed, has been Lord READING'S career; a sailor-boy, then a stockbroker, then the most successful advocate of his generation, after that Lord Chief Justice of England, a temporary diplomatic envoy in Washington, and finally the Viceroy of India. What the future has in store for him no one can venture to predict, but we have a curious presentiment that Lord READING'S career is not yet finished. The intellectual detachment, the capacity for turning whole-heartedly to the work which is his for the moment, which the Viceroy has so often displayed, must surely be one of the very rarest forms of practical excellence.

Judex Emeritus.

THE HIGH esteem in which English judges are held is illustrated by the fact that, when they retire from service on the High Court Bench, they very rarely have finished their career of public usefulness. On the contrary, some sphere of unpaid service is nearly always pressed upon them, a compliment which it must be hard to resist, no matter how much a judge may wish to spend his last years in retirement and meditation. For a retired judge is generally made either a member of the House of Lords or a Privy Councillor; and in both capacities he finds judicial work ready and waiting for him. Again, he may be recalled to help out his old colleagues as an additional first-instance judge in moments when litigation proves exceptionally pressing; and few ex-judges can refuse such a request. Still other service takes the form of appointment as chairman of some important commission or committee enquiry into a matter of legal administration, or a proposal of legal reform. Lord DARLING, for instance, has served in all these capacities since his retirement of eighteen months ago. For a couple of terms he returned to the King's Bench almost as a regular member, for he tried cases every day. Again, his name is constantly found in Appeal Cases as that of the Privy Councillor who draws up the judgment of the Judicial Committee in some important appeal at which he has been a member of the court. In the old days, the law-lord or other member of the Judicial Committee charged with this duty actually read the decision of the court; to-day this has become a mere formality; only the opening words, we understand, are read, and a written copy of the judgment is supplied to the parties. Still, again, Lord DARLING has been called upon to serve in yet another quasi-judicial capacity; he is presiding over the Committee which is considering the proposals put forward in the Moneylenders' Bill.

Lord Darling and the Moneylenders.

WE FANCY that Lord DARLING must have been the subject of an ingenious hoax as recipient of the moneylender's circular which he read the other day to the Committee of Parliament over which he presided, which is examining the problems of Moneylending Control by the Legislature. This circular, it seems, was addressed to "Lord DARLING," and was couched in the familiar terms: it offered a loan on easy terms without security and without inquiries; but it added also the common form *addendum*, "No business done with minors." Lord DARLING, of course, added that he was not in the fortunate position of being able to find any relevancy to his own position in this *addendum*. It is hardly credible, we fancy, that any

moneylender should be unacquainted with the name and fame of Lord DARLING, or ignorant of the fact that he is presiding over a moneylending committee. And even the least sophisticated of typists or office boys instructed to send out a circular "to every name in the Peerage," would hardly be so ignorant as to make such a mistake *unintentionally*. But we do not know. Everyone has heard of the young lady in a solicitor's office who indignantly altered *Lis Pendens* to 'Miss Elizabeth Pendens.' Lord DARLING may have run across another young lady of this unworldly and innocent type. No doubt in the highways and the by-ways of the City there are still to be found some youths of the gentler sex who are not yet very much wiser in the affairs of the world, as most of them seem to be, than are the grey-bearded men who employ them.

The Hardwicke Society: Ladies' Night.

THE HARDWICKE SOCIETY'S Annual Debate on "Ladies' Night" is one of the functions in the legal world. Last Friday the debate was devoted to the topic of "Capital Punishment." This was generally considered rather an unfortunate choice of subject, since usually a Ladies' Night debate is expected not to be unduly serious. Moreover, a vote follows the debate, and some old-fashioned persons hardly like to ask ladies to give votes on such subjects as "Capital Punishment." Perhaps for this reason the occasion was not quite so successful as usual; it was generally felt that the speakers hardly met the expectations of their audience. Sir HENRY SLESSER, K.C., the principal speaker of the evening, although eloquent and skilful as he always is, fell a little short of the high expectations formed from the reputation he has recently, so very deservedly, acquired as a House of Commons debater. Probably he felt the difficulty of compressing what he wanted to say on so grave a subject within the limits of time allowed, and no doubt his enthusiasm was damped a little by the difficulty of addressing remarks on so gruesome a topic to crowds of fashionably-dressed ladies. Apart from the failure of the debate to quite realize expectations, the Ladies' Night was a great success. It was held in the Hall of the Inner Temple, kindly lent by the Benchers for the occasion, and all the arrangements for accommodation and refreshment were most admirably planned. Members, however, were generally of opinion, so far as we have heard their views expressed, that more cheerful subjects for discussion might profitably be adopted on such occasions. Also, there was an undercurrent of feeling that instead of inviting distinguished strangers or members of the profession who have never taken much part in the Hardwicke debates to address the meeting, as was the case with most of the speakers announced for the occasion, an opportunity should have been afforded to those youthful enthusiasts who are regular frequenters of the Society, to essay the art of oratory before the larger audiences afforded only on this one occasion of Ladies' Night. But these are petty criticisms of what was in every way a very hospitable and memorable evening.

A Lawyer-Yachtsman.

THE DEATH of Mr. E. F. KNIGHT comes as a shock to those barristers and solicitors who had read with never-failing interest the series of adventure books which this magnificent lawyer-sportsman gave to the last generation. Mr. KNIGHT was one of those members of Lincoln's Inn who came to the Bar from a Viking-spirit of joy in the prospects of a life devoted to combat, but who in the course of the years discover that the forensic battles of the law do not satisfy them, and who therefore turn to a fuller or at least an externally more vigorous life in other spheres A daring yachtsman, Mr. KNIGHT travelled in every ocean as the skipper of his own little yawls, the "Falcon" and the "Alerte," vessels of about thirty tons, which nevertheless made voyages all round the world! His classic narratives of sea travel, the "Cruise of the Falcon" and the "Cruise of the Alerte" won him rapid fame in the eighties and the nineties of the last century. Later on he became a war correspondent: his picturesque, "Where three Empires Meet," and his sketches of a succession of wars in the Pacific, the Orient, and the Caribbean, were amongst the most lively pieces of journalism of this kind ever contributed to the Press. In Cuba he nearly lost his life at the hands of the insurgents just before the United States forced a struggle with Spain, and the disabilities of age prevented him from seeing much of the last great war. His little guide books to "Sailing" and to "Small Boats" have taught many amateur yachtsmen nearly all they know. His adventurous voyage across the Atlantic with a crew consisting of two barristers who had never handled ropes before, and one small street Arab, will long be remembered amongst yachtsmen and lawyers alike. With him there passes away another of those romantic spirits which make the Inns of Court so magical a place.

The *Animus Revocandi*.

EVERY PROBATE practitioner is aware of the somewhat elementary rule that the destruction of a will is *primâ facie* evidence that the testator intended to revoke it, but that this presumption can be rebutted by showing that the destruction was purely accidental. In that case, as in the analogous case of a lost will, secondary evidence of its contents can be given; this, of course, is usually the draft or notes of the lawyer who prepared it, but in one very celebrated case, that of the Lord Chancellor, Lord ST. LEONARDS, verbal evidence was accepted as sufficient. The evidence in that case was the testimony of the Lord Chancellor's daughter, who had acted as his informal secretary, and who remembered by heart the contents of the lost will. Hitherto, however, it has generally been assumed that the intentional destruction of a will by the testator himself is practically conclusive proof of an intention to revoke it. But in the recent case of *Re Southenden* (ante, 679), Mr. Justice HORRIDGE, whose decision has been affirmed in the Court of Appeal, held that a will is not necessarily revoked by intentional destruction at the hands of the testator; it may be shown that he intended merely to destroy the physical document and not to destroy the disposition of his property effected by the will. In this case a husband destroyed his will under the erroneous impression that in the event of his decease intestate his widow would inherit all, so that it was unnecessary to provide for this in his will. How he arrived at this erroneous conclusion we do not know; perhaps he had been reading popular accounts in the daily Press of the Birkenhead Law of Property Acts, and assumed that they had come into operation; at any rate, he assumed his will to be unnecessary and therefore destroyed it. That being so, he apparently did not possess the *Animus Revocandi* when he did the deed; he had merely an *Animus Destruendi*. The latter, as the result of the decision in *Re Southenden*, *supra*, is evidently insufficient: it is merely an intent to destroy a piece of paper, not the legal schematology contained therein, and therefore it is inoperative. Somehow, this doctrine does not seem altogether convincing. Nor are we completely convinced by the alternative suggestion that a destruction effected under a mistake has no legal validity, for surely the mistake is one of law, not of fact, and everyone is presumed to know the law. But the decision of the Court of Appeal, in the absence of recourse to the House of Lords, must be accepted as binding; and it is always a matter of satisfaction to find a simple point of law definitely decided at last.

The Seven Lamps.

WE HAVE all heard of the "Seven Wonders of the World," of the "Nine Muses," and of the "Three Graces," and we believe that in some English classic the mystic number "seven" is applied also to the Lamps of Architecture. Sir LESLIE SCOTT, however, in the speech with which he introduced to the House of Commons the Birkenhead Act of 1922, a speech which has recently been reprinted by a firm of law publishers, and is reviewed elsewhere, boldly borrowed this image for a purpose of his own. In picturesque language

seldom heard in Parliament or in the Law Courts he spoke of the "Seven Lamps which Light the Bill." Some irreconcilable critics of the new law of property may be inclined to deem those seven lamps the seven false beacons supplied by LUCIFER to tempt straying travellers into bogs which end in the Nether World; but Sir LESLIE SCOTT is an enthusiast for the new law, and can see only its excellences. His seven lamps are these: first, simplification of tenure; second, reduction of the number of legal estates; third, abolition of tenancy in common; fourth, removal of trusts as equities from the title; fifth, conversion of mortgages into charges leaving legal estate in the mortgagor; sixth, the reform of settlements; and lastly, the institution of one law of intestacy. Sir LESLIE SCOTT was chairman of the Committee which reported in favour of the changes afterwards embodied in the Bill. It is, indeed, memorable that when the Birkenhead legislation went through, the Lord Chancellor, the Attorney-General, and the Solicitor-General were one and all common law practitioners. Thus conveyancing was reformed at the hands of its professional rivals.

The New Law of Property: Lectures.

THE LAW SOCIETY, as was intimated some weeks ago in the columns of THE SOLICITORS' JOURNAL, has determined to assist its members, by all means within its command, to acquire that understanding of the New Law of Property which obviously is now an essential for at least one member of every firm. With this view lectures have been arranged in all convenient centres; this is the work partly of The Law Society, partly of the various provincial Societies, and partly of the Approved Law Schools now attached to every important Provincial University or Academic Centre. The course of lectures which has been specially arranged to take place at the Society's own headquarters in Chancery Lane, as previously announced in the JOURNAL, possesses the unique advantage of having the nine Acts expounded by Sir BENJAMIN CHERRY, their draftsman, whose acquaintance with their scope and intent is necessarily greater than that of anyone else. This privilege is confined to members of The Law Society. Another set of lectures, to be delivered in Essex Hall by Mr. TOPHAM, K.C., one of the Readers of the Council of Legal Education to the Inns of Court, has been arranged by that enterprising body, the Society of Solicitors' Managing Clerks. This course is open, not merely to managing clerks, but also to barristers, solicitors, and others interested; the course consists of ten lectures, delivered once a week, and there is a fee of one guinea. Announcements of the dates and the syllabus of both these courses have already appeared in our columns.

The "Solicitors Clerks Gazette."

THE JULY NUMBER of the *Solicitors Clerks Gazette* is in our hands, and we must offer a hearty welcome to this new addition to the ranks of legal periodicals. It is true, the *Gazette* has been in existence for some considerable time, for the present is already its seventeenth issue; but we gather that it has recently undergone expansion and development. The July number is a bright and readable *brochure* of twelve pages, printed in excellent type and admirably arranged. In addition to announcements and notes, it contains interesting articles and useful comments on recent case-law in more than one branch of professional practice. In particular, there is a summary of Mr. CLEVELAND-STEVENS' recent lecture to the Solicitors' Managing Clerks Association on the subject of "Points on Wills," of which a fairly full report appeared in our own columns three weeks ago. Without committing ourselves to approve in all respects of the professional programme for managing clerks to which reference is made on the first page of the number, we can heartily endorse in principle any effort of solicitors' managing clerks to improve their own position by increasing their efficiency and knowledge of practice. The *Gazette* seems well calculated to further both these aims.

Nonfeasance and Specific Performance.

1.—NONFEASANCE IN EQUITY.

In the Common Law courts, especially in Divisional Court cases, practitioners are very well acquainted with the distinction which our law draws between *Nonfeasance* and *Misfeasance*. As a rule the former is not actionable in the absence of either a consideration or else special damage; the latter is actionable, generally speaking, and subject to numerous exceptions or qualifications, whenever damage either actually results or is presumed in law to result. But in Equity, although the same doctrine is applied in a different form, for "Equity follows the Law," it is not familiar under that name. That it has a meaning and a place, however, in the Chancery Division, the recent decision of RUSSELL, J., in *Beyfus* v. *Lodge*, 1925, 1 Ch. 350, illustrates in a very interesting manner.

Generally speaking, it may be said, the object of Equity jurisdiction was to protect beneficiaries of a trust against conduct by the holder of property subject to the trust, which the Common Law would have regarded as actionable had there been a Common Law bailment between the beneficiary and the trustee. Of course, no such privity either of contract or of quasi-contract exists in Equity as between trustee and *cestuis que trust*. There may, indeed, be a quasi-contractual relationship of the nature of bailment between the settlor and the trustee. Indeed, in *Coggs* v. *Bernard*, 2 Smith's Leading Cases, Lord HOLT plainly thought so, for he treats "trust and confidence" as sufficient to support all the obligations of a bailee towards a bailor in the person who receives the "trust and confidence" towards the person who reposes it in him. But even if we regard this bailment as capable of assignment, and as actually assigned, by the settlor to the *cestuis que trust*, a transfer which was not at Common Law permissible, the legal incidents and obligations arising out of the bailment at Common Law would be very different from those which the Chancery Court has imposed on trustees. In fact, the Common Law courts have never attempted to set up any such quasi-contract as this; they were making some tentative steps in that direction when the Chancellors rendered any further development of this kind abortive by assuming their present wide jurisdiction over "Trusts and Confidences." This unwritten chapter of the Common Law ended before it had properly made a beginning.

Had the Common Law, however, succeeded in moving down the path it was groping along, one may not unreasonably conjecture that it would have applied here, too, its favourite distinction between *Misfeasance* and *Nonfeasance*. A person who undertakes a duty may make default in two ways: he may omit to perform it at all, or he may attempt performance, but perform so recklessly or negligently that his effort only hurts the person to whom performance is due. Now, Common Law penalized the former breach only if there was a contractual promise, express or implied or constructive, based on consideration or its equivalent; but it made *Misfeasance* actionable even where no such contractual relationship could be established. Had it dealt with the large class of non-contractual duties with which Equity deals, it seems almost certain that it would have retained this same distinction. At any rate, the Chancery Court—haltingly, at times, it is true—has seen fit to make this distinction for itself in dealing with this class of cases.

Generally speaking, where a duty other than that of an express trustee in possession of trust property is imposed by Equity on persons who stand in any sort of legal relationship to one another which creates bonds of "Trust and Confidence," the obligee on whom the duty rests is held bound by Equity to pay some regard to the existence of the duty. But the obligation upon him may be broken in two separate ways, namely, by mere passive *Nonfeasance*, or else by active

Misfeasance. In the former case he will not usually be positively penalized, but he will be deprived of the assistance which an Equity Court can give him; *e.g.*, he will not be allowed to obtain a decree of specific performance to which he is otherwise entitled. In the latter case, however, the court will go further, and will put in force against him some positive remedy, such as rescission of a contract and payment of damages or return of deposit, which otherwise would not lie against him.

2.—Rescission or Specific Performance.

The doctrine we have just been discussing can best be considered in cases of a contract to sell land. Here the vendor and the purchaser owe to each other "Trust and Confidence," or, as it is technically expressed, the contract is one "*uberrimæ fidei*." In other words, each owes to the other a *duty additional to those imposed at Common Law upon a vendor and purchaser;* a duty not to abuse the trust and confidence which the other party to the contract has reposed in him. Now a misstatement of fact or an omission to mention some fact material to the effect of the contract on the mind of the other party is a breach of this additional duty thus imposed by Equity. But such misstatement or non-disclosure may be positive and wilful or it may be merely accidental and unintended, the result of an inadvertent mistake. In the former case, of course, it amounts to *Misfeasance*, in the latter merely to *Nonfeasance*. And so, in accordance with the doctrine under discussion, in the former case, if the vendor is guilty of such non-disclosure, the court will give to the purchaser rescission with such claim to damages as is appropriate, and certainly with the right to return of his deposit. But in the latter case, that of mere innocent *Nonfeasance*, the court will not thus assist the purchaser. It will not grant rescission or return of the deposit, at least in a normal case. But it will penalize the *Nonfeasance* to some extent, for it will refuse to the vendor his right to claim specific performance of such a contract.

The consideration of a few decided cases will illustrate this principle. In *Heywood* v. *Mallalieu*, 25 Ch.D. 357, the vendor of land had contracted to sell it to a purchaser. In fact the land was burdened with an easement whch had not been disclosed, although there were words in the contract which rather suggested that there might be defects burdening the title which had not been disclosed; these, however, could not fairly be construed as calling the purchaser's attention to the imperfection in the title and binding him to accept the imperfect title. Here the omission to disclose a matter which the vendor ought to have known amounted in substance to a *Misfeasance*, although an innocent and unintentional misfeasance, not a false representation; and the court accordingly ordered rescission and the return of the deposit. This case may also be explained on the ground that there was an incurable defect in the vendor's title which he could not remove and which the purchaser had not clearly contracted to accept; thus the vendor could not carry out his contract and the purchaser was entitled, for that reason also, to return of his deposit.

In *Nottingham Patent Brick and Tile Co.* v. *Butler*, 16 Q.B.D. 778, there existed a blot on the title. There was, however, a general condition of sale governing the contract which covered blots of the kind actually existing. The vendor was seeking to force on the purchaser this imperfect title on the strength of the general conditions, although it called no attention to the particular blot of which the vendor ought to have been well aware. Here there was an active misrepresentation, arising out of the non-disclosure; the latter was a clear case of *Misfeasance*, as distinct from *Nonfeasance*. And so the court in this cases ordered the return of the deposit.

In *Stevens* v. *Adamson*, 2 Stark 422, the vendor of leasehold property had let the purchaser into possession before completion but had not informed him of an obligation to satisfy the landlord's dilapidation notice to do repairs, although this had actually been served upon him and he was in danger of incurring forfeiture. The purchaser, ignorant of the notice, did not do the repairs, and forfeited the lease; he was in fact, ejected before the date for completion had arrived, or at any rate before the parties brought the case into court. Although not stated in the report, it must be presumed that here the condition of sale bound the purchaser to accept notices as duly complied with; otherwise the case could never have been arguable. The court held that here the vendor's omission to disclose a dilapidation notice which rendered him liable to forfeiture for non-compliance, was in the nature of a *Misfeasance*, and the purchaser was entitled not only to rescission of the contract, but also to recovery of his deposit.

In *Carlish* v. *Salt*, 1906, 1 Ch. 335, a curious state of facts existed. The contract was an open contract to sell a terraced house which necessarily had a party-wall. There had been a party-wall notice and a subsequent award rendering the owner liable to part cost of reconstructing the party-wall, and imposing a charge for the cost on the party-wall in favour of the adjoining owner The vendor did not disclose this nor did he offer to pay compensation for the burden. These facts obviously disclose a case of *Misfeasance*, and the purchaser was held entitled to return of his deposit.

III.—The Rule in *Beyfus* v. *Lodge*.

We now come to the interesting discussion of the rule just enunciated which will be found in Mr. Justice Russell's judgment in *Beyfus* v. *Lodge*, 1925, 1 Ch. 350. The facts in this case require careful study. On 31st July, 1924, the defendant purchased two leasehold houses from the plaintiff and paid a deposit. Completion was fixed for 21st August, 1924. Under the lease the vendors were bound to do the inside and the outside repairs. In fact, on 7th July, 1924, the landlord had served on the vendors notices calling upon them within three months of 4th July 1924 to make good the dilapidations found to have accrued on the premises "as per the schedule hereto annexed." The liability under this notice was fairly heavy, and the purchaser had had no adequate opportunity of seeing for himself what *inside* repairs might be necessary. He had, however, made his bids on the assumption that he would have to spend from £100 to £150 on repairs; and the reserve prices of both houses had also taken into account similar, but considerably larger, sums.

The conditions of sale provided that the purchaser should do all necessary repairs. Condition 6 provided further that the production of the last receipt for rent should be conclusive evidence that all the covenants had been complied with. Condition 8 provided that if any notices were outstanding they should be complied with at the expense of the purchaser.

Now, requisitions of title were in due course delivered, and one of these asked whether any notices had been received from landlords in respect of the property. The answer, made mistakenly, but in good faith, was that the vendors were not aware of any. But on 20th August, 1924, having just discovered their mistake, the vendors sent copies of the notices to the purchasers. This inadvertent mistake, thus remedied, has no real effect on the case, since the contention of the vendors was that under the conditions of the contract, the purchaser was bound to execute all necessary repairs and to comply with all outstanding notices. The purchaser, however, refused to complete unless the vendors would comply with the notices at their own expense. The vendors declined and sued for specific performance: the purchasers counterclaimed for return of the deposit.

Now, in this case no question of misrepresentation arose, and the court held that there could be no possible ground on which the purchaser could claim rescission of the contract. The vendors were merely insisting on the conditions of sale, to which the purchaser had agreed. But the judge held that that did not conclude the case. The contract of sale is one *uberrimæ fidei*, and non-disclosure of material facts affects the original contract as distinct from the subsequent completion. Here the vendors at a date when they ought to

have known of the existence of the landlord's dilapidation notices imposing heavy liabilities on the purchaser, allowed the latter to enter into a contract, condition 6 and 8 of which treated as a mere possible contingency what the vendor, with diligence, could have ascertained to have been not a contingency at all, but a fact, namely the existence of a dilapidation notice. In the notice, facts of the utmost importance to a purchaser's liability emerged: first, the extent of the repairs was very considerable; second, the amount required to be expended at the landlord's demand was also large; and thirdly, the time limited for compliance was short, only three months. Had the conditions of sale mentioned the existence of the notice and not merely treated its existence as a possible contingency, the purchaser would never have accepted such conditions in their present form. Hence there was a *Nonfeasance* as distinct from a *Misfeasance* of the duty to disclose; and this relieved the purchaser from liability to specific performance, although it did not entitle him to claim his deposit.

BONA FIDES.

The King's Highway.

I.—The King's Peace and the King's Highway.

In this year of grace 1925, when Europe is growing old and even America refuses to regard itself as a lusty infant any longer, there is in England but one great class of visible monuments which remind the wayfarer that this has been a civilized land for nearly two periods of a thousand years. The roads of England have been with her, in their origins at any rate, ever since CÆSAR landed on our shores. During the five centuries that they held our land in an uncertain and turbulent military sway, the legions of the Roman Emperors built for themselves a monument more enduring than brass. The Roman military road is the forerunner of our great main roads of to-day. The district roads have other origins, being descended from the forest trails along which men moved from one village to another in days when the country south of Trent was one great woodland interspersed with occasional clearings. And these forest tracks were doubtless borrowed by the hunter of the Stone Age from the animals he followed to their lairs or their water-holes. The turnpike roads, too, are the creation of eighteenth century statutes and of the "statutory undertaker" or the Highway Board. But the main roads are largely, if not entirely, the successors of deep highways carved through the land and sunk beneath the level of the soil so that the route might provide a covered way for the marching troops thus protected from hostile armies, by the vigorous labour of the Roman legionary who used them to traverse and overawe the country.

The main roads are not only the oldest of our historical records: they have also borne no mean part in building up the common law of England. For the King's Peace was originally an incident of the King's Highway. He who used the King's road must respect the King's Ordinance that no wrongs shall be committed thereon. Torts and trespasses and assaults and homicides, mere civil wrongs if committed on private land, became breaches of the King's Peace, and therefore crimes, if committed on a highway. Gradually this *privilegium* of the road extended its protection to the market which lay at the intersection of two crossing roads and to the town which was built where the road touched the coast or forded a river. From market and borough it gradually made its way into the surrounding country, and in time it was enforced in all England. Those who remember the immense part played by the "King's Peace" and by the Writ of *Trespass*, diverted to so many novel uses, in our growing Mediæval Law, will not underrate the part which the road has played in English Legal History.

The road, too, in the form of canal or railway, helped to make possible in the early Victorian epoch that industrial revolution which made of England an urban land. To this economic change, of course, is due ultimately and not very remotely all that peaceful revolution of our juristic system which has marked the last century and a half. Democracy and local government, the Married Women's Property Acts, and the Company Acts, the Birkenhead Legislation which has ended the Ancient Manor (veteran descended through fifteen centuries from the Roman Villa), local bye-laws and county courts: all these would never have been heard of but for the supersession of the King's Highway by the steam-road and the locomotive. It may be that this chapter in the history of the King's Highway is not yet ended. For to-day the road has become a motor-road. The motorist in his millions would seem to have inherited, if not the earth, at any rate all the routes that run across it. And yet "meekness" is not exactly the characteristic which a psychologist would predicate of the motorist. And hereby lie chances of further legal and public changes.

For there is something in the occupancy of a swift-moving means of transport or conveyance which seems to work a rapid revolution in the heart of its possessor. In the Middle Ages the horseman despised the foot passenger, and the spirit of resentment thus aroused in the burgher class was very largely a cause of the disappearance of feudalism at the Reformation. In eighteenth-century France, the newly-invented horse carriage, replacing the lady's pillion or the litter, became so popular with the *Noblesse* that everywhere cabriolets, drawn by four or six handsome horses, dashed at reckless speed along the roads, overturning the inhabitants and scattering the broods of poultry or of pigs and goats which used in those days to peacefully browse upon them. To resentment against the arrogance of the "carriage-folk" ARTHUR YOUNG attributed on the eve of the French Revolution the new spirit he saw abroad amongst the common people near the towns of Paris and Lyons: a spirit of sullen anger and irritation at the lordly disturbers of the roads. In South Africa before the war of 1899-1902 there were but two kinds of white man on the Veldt, he who rode and was an honoured guest, and the "mean white" who journeyed on foot to be despised as we despise the tramp. It is not impossible that there is growing up to-day, in resentment against the reckless swagger of the less enlightened but all too numerous majority of motorists, a popular dislike which will have its reflex action on the Political and Legal History of England.

II.—Aspects of the King's Highway.

Let that be as it may. Sufficient unto the day is the glory thereof. To-day is the charm of the road and of the King's Highway. But there are three ways of looking at the highway. To the engineer it is essentially an artificial floor which carries a heavy burden; the technique of its construction, repair and preservation is a never-ending wonder and joy to the true-born craftsman who understands these things. To the lawyer and the local government official and the economist, it is the administrative history of the road that matters: as we have seen, this has played a large part in the History of England. Again, to the poet and prophet, such as HILAIRE BELLOC, whose work "The Road" was one of the great literary achievements of 1924, the road is a spiritual thing, no mere metallic track running between hedges or fences or walls, but a sacrament that commemorates the pilgrims who wended their way from shrine to shrine, and did so much to make of England a land of ancient churches and of magnificent cathedrals.

Each of those three aspects of the King's Highway has had its literary monument in England. In 1913 appeared PRATT'S sketch of the development of the road as a feat of constructive engineering, and in 1916 the two authoritative volumes of JACKMAN. In 1913, too, the WEBBS brought out one of their monumental works on the History of Local Government in England, this time dealing with the administrative and legal story of the roads. And for a generation Mr. BELLOC has been writing magnificently of our English roads, his latest work appearing last year.

III.—Hilaire Belloc and the Road.

In an article by Mr. Reginald Welfare, the town-planning architect and engineer, published in the *Sociological Review*, there occurs a brief note on the contents of Mr. Belloc's last book, "The Road," which may be summarized here:—

The author commences with the problem of how the road came into existence, and in elucidating this he discusses the various influences which may operate to divert a road from the geometrically ideal straight line between the two points to be joined by what he calls the 'trajectory'—a term which hardly seems to constitute an improvement on such alternatives as line, course, site, etc. There are the physical influences arising from the variations in quality and gradient of the land surface, *e.g.*, water, marsh, character of soil, vegetation, steep slopes, passes, etc. And there are the influences due to human social action, *e.g.*, economic and legal factors, and what may be styled the inertia of any previously existing social lay-out of the ground to be traversed. A concluding chapter in Part I deals most interestingly, though all too briefly, with the reactions of the road, when established, upon the environment, physical and political, but the latter chiefly, *e.g.*, its canalization of traffic currents, its part in the spread of ideas, its modification of the events of history, military or other, and its effect in differentiating society into urban and agricultural sections with more or less opposed political habits of mind.

Part II commences with a claim of uniqueness of character for the English road, a reflection of the special course run by later English history, the chief factors responsible for our lack of great, direct highways on the Roman or French model (which Mr. Belloc, with his thought centring on France, and forgetful of certain other regions—say Germany, Holland, and non-Alpine Switzerland—says impressed itself everywhere) being our unusual wealth of water communication and our good fortune in achieving internal peace prior to the era of big strategy, with its special attention to means of transport. The advent of public coaches and private travelling vehicles upon roads which had grown up under pack and saddle-horse traffic led to some most interesting modifications in established main routes, as the vehicles had to seek alternatives to roads too narrow or otherwise unsuitable for them, a highly important phase which is not mentioned at all. Nor is notice taken of the automatic creation of new long distance routes through the adoption by traffic of series of fortuitously related byways, or of the part played subsequently by the turnpikes in giving homogeniety to the constituent units of these composite routes.

In the Webbs' book some significances are missed, partly through those authors' inattention to the topography of many of the roads whose history they use illustratively, and partly through neglect to study sufficiently the technical details of roadmaking. The former shortcoming, naturally, is unlikely to be found in any essay by Mr. Belloc, but the latter displays itself rather markedly in "The Road." For Mr. Belloc the road is mainly a line of route, and its evolution a question of lay-out improvement. The road as an artificial floor being very little in his thoughts, the relativity of primitive surface standards to the nature of the traffic to be accommodated, and also the technical development of floor construction after its tardy start receive little or no attention at his hands. The lay-out improvement of main communications cannot be made a true criterion of progress in dealing with transport requirements. If it were so accepted we should have to put foremost the France which Arthur Young saw with its beautifully re-aligned and standardized but mostly ill-surfaced roads.

In conclusion, let us draw attention once more to the intimate connection between the History of the "King's Highway" and the History of English Law. The problems of highway law raise every conceivable question of property law, status, tenures, contracts, torts and crimes. Every class of corporation is more or less affected by the incidence of highway rights and obligations. Pontifex.

A Conveyancer's Diary.

Burden of Covenants Relating to Land.

It is well established that the burden of a covenant to do some act relating to land (a positive as distinguished from a negative covenant) does not run with the land so as to affect a purchaser from the covenantor: *Austerberry* v. *Oldham*, 29 Ch. D. 750. Unfortunately there is a sub-section in the new Law of Property Act which seems to have been designed with the intention of raising doubts on this point in the case of covenants made after 1925. Section 79 (1), after enacting that a covenant relating to land of the covenantor shall be deemed to be made by him on behalf of his successors in title and shall have effect as if such successors were expressed, continues, "this sub-section extends to a covenant to do some act relating to the land notwithstanding that the subject matter may not be in existence when the covenant is made." If the intention was to make positive covenants run with the land, it has failed because even if the successors in title of the covenantor were expressly named the burden would not run with the land. The sub-section was no doubt merely intended to shorten conveyances by making it unnecessary to insert such words as "heirs and assigns" or "successors in title." But as it stands it is misleading, and has already misled the authors of one text book on the Act. No doubt the marginal note "Burden of Covenants Relating to Land" assists in the deception.

Tenant for Life and Title Deeds.

Under the present law the court is frequently asked to direct the Trustees to put the tenant for life into possession and give him the custody of the title deeds. The court has in many cases exercised its discretion in favour of the tenant for life. In some of these cases the settlement was a settlement by way of trust for sale and the court has directed the trustees to put the tenant for life into possession and hand him the title deeds even though the tenant for life does not ask for leave to sell: *Re Bagot's Settlement*, 1894, 1 Ch. 177. After the present year it is probable that applications by tenants for life to be let into possession and to have the custody of the title deeds will be rarer. In the case of settlements by way of trust for sale it will seldom happen that the tenant for life can require the title deeds for any purpose as he will no longer be able even with the leave of the court to sell or lease. And unless a strong case is made out for taking the management of an estate out of the trustees' hands the Court is not likely to direct a tenant for life (who is not a tenant for life of the land but only of the proceeds of sale) to be let into possession. In the case of settled land the tenant for life will by virtue of the vesting deed be owner in fee simple and will it is submitted be entitled as a matter of course to be let into possesson and to have the custody of the title deeds. If this view is correct trustees will probably act on it without putting the tenant for life to the expense of an application to the court.

A Correction.

In The Solicitors' Journal for the 16th May of this year p 555, under the heading "A Conveyancer's Diary," it was incorrectly stated that the Law of Property Act, 1922, omitted to point out whose duty it was to prescribe the forms referred to in Part V of the Act. Section 189 enacts that in the Act and in particular in Part V, "prescribed" means prescribed by "the Minister" (*i.e.*, of Agriculture and Fisheries). The error was caused by the extraordinary arrangement of the provisions of the Act. The duty of making rules for Part VI (comprising ss. 138 to 144), is expressly assigned by s. 139 (4) to the Minister. Nothing is said in Part V (being ss. 128 to 137) as to who is to "prescribe," but right at the end of the Act, after five or six pages of definitions comes s. 189, explaining the word "prescribed." W. F. Webster.

CASES OF TRINITY SITTINGS.

Court of Appeal.

No. 1.

Fox *v.* **Fox.** 18th, 19th May and 17th June 1925.

HUSBAND AND WIFE—DIVORCE—DECREE *Nisi*—APPLICATION TO MAKE ABSOLUTE DELAYED IN ORDER TO SECURE MAINTENANCE—PRIORITY OF OBLIGATION TO PROSECUTE SUIT WITH DILIGENCE.

A wife obtained a decree nisi *for divorce against her husband. Negotiations took place between the parties as to the permanent maintenance to be allowed to her, but without success, and upon her failing during twelve months to apply to make the decree absolute her husband issued a summons to dismiss the suit for want of prosecution. The wife also petitioned for permanent maintenance. It was ordered that the summons "do stand adjourned pending maintenance order."*

Held, on appeal, that the effect of this was to place the order for maintenance on the one hand and diligence in the prosecution of the suit on the other in the wrong order. Upon application for permanent maintenance, the necessity of a decree absolute being obtained must be kept in view, and an order should not be made which was in fact independent of it.

Decision of SWIFT, J., in chambers, *reversed.*

The petitioner, MRS. FOX, in 1923 filed a petition for divorce against her husband. In February, 1924, it was agreed that she should be paid alimony at the rate of £2,000 a year. In March, 1924, she obtained a decree *nisi*. Negotiations between the parties as to the permanent maintenance to be allowed her proved abortive, and as she did not apply to have the decree made absolute her husband threatened to take out a summons to dismiss the suit. The petitioner then filed a petition for the fixing of permanent maintenance, and shortly after the husband issued his summons to dismiss for want of prosecution. Upon the hearing, SWIFT, J., made no order except that "the same do stand adjourned pending maintenance order." The husband appealed. The court allowed the appeal.

POLLOCK, M.R., after referring to *Waterhouse* v. *Waterhouse*, 1893, P. 284; *Cavendish* v. *Cavendish*, 57 SOL. J. 741, 1913, p. 138; and *Bradley* v. *Bradley*, 26 W.R. 831, 3 P.A. 47, said that in *Ellis* v. *Ellis*, COTTON, L.J., said (8 P.D., at p. 189) "until the final decree the court can make no permanent provision for the wife." In *Bradley* v. *Bradley*, *supra*, however, Sir JAMES HANNEN pointed out that the effect of the judgment of the House of Lords in *Sidney* v. *Sidney*, 36 L.J., P. & M. 74, was to decide that the jurisdiction of the courts to make an order for permanent alimony did not arise till the court had pronounced the decree of dissolutoin—that the decree for alimony was ancillary to the decree for dissolution, though it might be made after that decree had been pronounced for the word "on" was to be taken to have an elastic meaning; see also per Lord Sterndale, M.R., in *Scott* v. *Scott*, 1921, p. 107. None the less, the decree absolute was essential as creating the occasion when jurisdiction arose. The fact, therefore, that a decree absolute was to be, or had been, made must be kept clearly in view, otherwise there would be no jurisdiction to order permanent alimony.

The present order appeared to overlook that fundamental consideration. Under it there was no power to bring the wife's delay before the court unless and until an order for maintenance had been made, and without any undertaking to the the court that the wife would ever take the course under which alone jurisdiction as to the maintenance order arose. It did not appear clearly that that was the intention of SWIFT, J. More likely the order was drawn up without appreciation of its full effect, but as it stood it appeared to place the order for maintenance on the one hand and diligence in the prosecution of the suit on the other in their wrong order, and to afford an opportunity to a wife to exercise an unreasonable pressure upon her husband.

The order in the present case ought to have contained the words "to stand over generally, with liberty to apply to restore," so as to prevent the order for adjournment from being absolute, and must be so amended. The result of the case was to make it clear that the duty of a judge before whom an application for permanent maintenance was made was to keep in sight the necessity of there being a decree for the dissolution of marriage, and not to make an order which in its effect was independent of it. It was not necessary to be more precise, for, within those limits, such orders must be left to the discretion of the judges who had to deal with them.

WARRINGTON and SARGANT, L.JJ., delivered judgment to the same effect.

COUNSEL: *Sir John Simon*, K.C., and *J. G. O'Connor* for the appellant; *Bayford*, K.C., and *T. Bucknill* for the wife.

SOLICITORS: *Freeman & Son; Guedalla, Jacobson & Spyer.*

[Reported by G. T. WHITFIELD-HAYES, Barrister-at-Law.]

No. 2.

Rex *v.* **Governor of Maidstone Gaol:** *ex parte* **Maguire.**

15th June.

Habeas Corpus—REMOVAL OF IRISH PRISONERS TO ENGLISH GOAL—"CRIMINAL CAUSE OR MATTER"—JUDICATURE ACT, 1873, s. 47—APPEAL TO COURT OF APPEAL FOR DECISION OF DIVISIONAL COURT—COMPETENCY OF COURT TO ENTERTAIN APPEAL.

The removal of an Irish prisoner under executive authority of the Government of Northern Ireland from an Irish to an English gaol is a "criminal cause or matter" such that, if the King's Bench Division has refused to issue a writ of Habeas Corpus, *the Court of Appeal is not competent to entertain an appeal under s. 47 of the Judicature Act,* 1873.

Appeal from the decision of the Divisional Court discharging a rule *nisi* for a writ of *Habeas Corpus* directed to the Governor of Maidstone Gaol who was detaining a prisoner convicted in Belfast and removed to England under the order of the Government of Northern Ireland. The Attorney-General took two preliminary objections to the appeal; first, that the matter was a "criminal cause or matter" within the terms of s. 47 of the Judicature Act, 1873, so that the Court of Appeal is not competent to entertain an appeal from the decision of the High Court; and, secondly, that the appeal was out of time under ord. 58, r. 15. The objection was sustained and the appeal dismissed on the first point, the court intimating that, had the preliminary objection failed in the first point, and had the appeal succeeded on the substantive issue, they would have extended the time for appeal so as to render the second objection a matter of no importance.

The facts are sufficiently indicated in the judgment.

Lord Justice BANKES delivered judgment to the following effect: In this case the appeal is from an order of the Divisional Court, discharging a rule *nisi* for a *habeas corpus*, which had been obtained by Maquire directed to the Governor of Maidstone Prison. Maquire was convicted in Belfast on 4th January, 1923, of being in possession of explosive substances, and was sentences to four years' penal servitude. He was afterwards removed from Northern Ireland to Maidstone Prison, and it was sought to set him free on the ground that the order under which he was removed was illegal. That question was one which the Divisional Court were clearly competent to decide on the argument on the rule, and, after giving the matter consideration, the Divisional Court decided that the order was lawfully made and that the appellant was lawfully detained at Maidstone. Against that decision this appeal was brought, and a preliminary objection was taken that the appeal does not lie by reason of s. 47 of the Judicature Act, 1873. It was said that this was

a criminal cause or matter such as to debar appeal to the Court of Appeal, by virtue of s. 47 of the Judicature Act, 1873. With regard to *habeas corpus* proceedings, no appeal lies from an order granting or refusing the writ where the subject-matter of the proceedings is criminal, *e.g.*, where the body is in custody on a criminal charge: *Ex parte Woodall*, 20 Q.B.D. 832; *ex parte Savarker*, 1910, 2 K.B. 1056. The position was that the appellant had been convicted and sentenced to a term of penal servitude, and the question which the Divisional Court had to decide was whether the sentence was being duly carried out. It appeared to him that all the matters which the Divisional Court had to consider in deciding that point were matters which arose out of the original proceeding. They were all matters which arose out of a criminal cause or matter, and the question which the Divisional Court had to decide but which the Court of Appeal was not concerned with was a question in a criminal cause or matter, and that Court therefore had no jurisdiction to hear the appeal.

SCRUTTON and SARGANT, L.JJ., agreed.

COUNSEL: Applicant, *Sir Henry Slesser*, K.C., and *Robson*; Respondent, *Sir Douglas Hogg*, K.C. (Attorney-General) and *Giveen*.

SOLICITORS: *Mills, Lockyer, Church & Evill; Treasury Solicitor.*

[Reported by J. H. MENZIES, Barrister-at-Law.]

Banfield *v.* **Chester.** 15th June.

PRACTICE—JUDGMENT—CERTIFICATE OF JUDGMENT—REGISTRATION OF CERTIFICATE OF JUDGMENT IN THE IRISH FREE STATE—THE JUDGMENT EXTENSION ACT, 1868 ORDER LXI, r. 7.

A certificate of judgment will not be issued under the Judgments Extension Act, 1868, *for registration in the Irish Free State; the judgment creditor may perhaps obtain a mere certificate of his judgment granted under the provisions of ord. LXI, r. 7, which certificate he can use in Ireland for what it is worth, but such certificate must not be endorsed as made under the powers conferred or for the purposes of the Judgments Extension Act*, 1868.

Wakely *v.* Triumph Cycle Company, Limited, 1924, 1 K.B. 214, *applied*.

Gieves *v.* O'Conor, 1924, 2 Ir. R. 182, *discussed and distinguished*.

Appeal *ex parte* from the decision of the Judge in Chambers affirming refusal of a Master in Chambers to order the issue of a certificate of judgment under the terms of the Judgment Extension Act, 1868, for registration in the Irish Free State.

Lord Justice BANKES delivered judgment to the following effect: This was an appeal from a decision of the learned Judge in Chambers affirming the decision of the Master, who had refused to make an order on an application under the Judgments Extension Act, 1868, and based on that Act as still being applicable to Southern Ireland. The judgment was obtained by the plaintiff on 31st January, 1922, on a claim for money lent against the defendant, who was a cinematograph film dealer then residing in London. The defendant's last known place of abode or business was the European Motion Picture Company, Limited, No. 2 Burgh Quay, Irish Free State. It had been decided by the Court of Appeal in *Wakely* v. *Triumph Cycle Company, Limited*, 40 T.L.R. 15; 1924, 1 K.B. 214, that having regard to the legislation then in operation in Southern Ireland the Judgments Extension Act, 1868, had ceased to apply to Southern Ireland. That decision was binding on him, and he was, therefore, not in a position to make an order which would treat that decision as being incorrect. The decisions of the Master and the learned judge were, therefore, correct. But then it was said that it was still open to the court to grant a certificate under the provisions of ord. LXI, r. 7. In his opinion any certificate thus issued would derive no effect from s. 1 of the Judgments Extension Act, 1868. It ought, therefore to be made quite plain that it was an application for a mere certificate under ord. LXI, r. 7, and should have no endorsement upon it as having been made under the Judgments Extension Act, 1868. Having regard to the Irish case of *Gieves* v. *O'Conor*, 1924, 21 R. 182, to which their attention had been called, he thought it might be that when the certificate was presented as a certificate the Irish Courts might give effect to it, although there was no compulsion to do so. He thought there was nothing to prevent a further application being made by the plaintiff for a mere certificate to be used for what it was worth.

SCRUTTON and SARGANT, L.JJ., agreed.

COUNSEL: For the appellant (*ex parte*), *Caswell*.

SOLICITORS: *Savage Cooper & Wright.*

[Reported by J. H. MENZIES, Barrister-at-Law.]

High Court—King's Bench Division

Freeborn *v.* **Leeming.** Div. Ct. SALTER and GREER, JJ.

LIMITATION OF ACTION—PUBLIC AUTHORITIES PROTECTION ACT, 1893, s. 1 (*a*)—MEDICAL OFFICER TO BOARD OF GUARDIANS—FAILURE TO DIAGNOSE CAUSE OF INJURY TO PATIENT—NEGLIGENCE—"CONTINUANCE OF INJURY OR DAMAGE."

Where the medical officer to a board of guardians is sued in a civil action for negligence causing injury to a patient treated by him in his public capacity, and where the "act, neglect, or default" alleged against him occurred at a greater distance of time than six months next preceding the commencement of the action, although the pecuniary loss suffered by the patient did not commence until a period less than six months before action brought;

The defendant is entitled to plead successfully that the action is barred by s. 1 (*a*) *of the Public Authorities Protection Act*, 1893.

Appeal of the defendant, medical officer to the Guardians of the Kendal Union, against a judgment of His Honour Judge CHAPMAN, sitting in the County Court holden at Great Grimsby, awarding the plaintiff, a patient treated in the union infirmary, the sum of £1,800 by way of damages for the doctor's alleged negligence in failing to diagnose a dislocated hip. The action had been commenced in the High Court, but remitted to the County Court. On 5th September, 1923, the plaintiff, who had been run over by a motor car, was admitted to the Kendal Workhouse Infirmary. He remained there under the defendant's treatment until 15th October, 1923. The county court judge found that no proper examination of his injury was made on his admission to the infirmary, with the result that when eventually the dislocation of his hip was discovered by other doctors it was too late to successfully prevent a permanent shortening of the leg, which rendered the plaintiff unfit for heavy work. The plaintiff issued his writ on 25th April, 1924; the date was more than six months since he left the infirmary, but within six months of the date when he found that he could not do heavy work. The county court judge held that the limitation conferred on the defendant as a public official by s. 1 (*a*) of the Public Authorities Protection Act, 1893, did not commence to run until the plaintiff had discovered the mischief resulting from the alleged negligence of the doctor, and therefore he found in favour of the plaintiff. The Public Authorities Protection Act, 1893, s. 1 (*a*) runs as follows: "The action . . . shall not lie or be instituted unless it is commenced within six months next after the act, neglect, or default complained of, or, in case of a continuance of injury or damage, within six months next after the ceasing thereof."

SALTER, J., with whom GREER, J., concurred, allowed the appeal and delivered judgment in favour of the defendant to the following effect: The county court judge has found that there was negligence which caused the injury, and that it began and ended with the plaintiff's stay in the infirmary; nor could he have found in any other way, for obviously there was no evidence of negligence after 15th October. On those findings, counsel for the plaintiff made certain submissions: (1) That the action was "commenced within six months next after the act, neglect, or default complained of"; (2) if that were not so, he was entitled to succeed under the latter part of s. 1 (*a*), which deals with a continuance of injury or damage; (3) that the delay had been caused by the fraud of the defendant. The judge had rejected the second and third contentions but accepted the first. It was said that the six months must run from the accrual of the cause of action; that no cause of action arose till damage occurred; that no damage in this case occurred till within six months before the action was brought. He accepted the second proposition, but he was unable to accept the first or third. No doubt the section contemplated a cause of action: the words "complained of" meant "complained of in an action," but that did not make the words mean "from the accrual of the cause of action." The words in the Act were "from the act, neglect or default." In his opinion the meaning of the section was plain and the judge was wrong on the first point. Nor could he agree with the judge on the other point on which he held that no damage accrued for several weeks. It was put in this way: "If the doctor had done what he ought and reduced the dislocation, the plaintiff would have been in the position he was in fact in, viz., confined to bed, for several weeks, and therefore suffered no damage in that time. He (his lordship) thought that the damage began to accrue from the time when the doctor ought to have discovered the dislocation. The result of the negligence was that, instead of lying in bed as a convalescent man, the plaintiff was getting steadily worse and the reduction was getting every day more difficult and very soon impossible. The appeal must be allowed, but leave to appeal would be given.

COUNSEL: *Mr. Mortimer*, K.C., and *Mr. Farleigh*, appellant; *Mr. Edgar Dale*, respondent.

SOLICITORS: *Messrs. Woolfe & Woolfe*, for *Messrs. Wainwright, Woolfe & Brown*, Great Grimsby; *Mr. W. H. Thompson*.

[Reported by J. H. Menzies, Barrister-at-Law.]

High Court—Chancery Divsion.

In re **Strong; Strong** *v.* **Meissner.**

Russell, J. 16th and 17th June.

WILL—GENERAL POWER OF APPOINTMENT—FOREIGN WILL—BEQUEST THEREIN CONTAINED—EXERCISE OF POWER—WILLS ACT, 1837, 1 Vict. c. 26, s. 27.

Section 27 of the Wills Act, 1837, does apply to exercise a general power of appointment by virtue of a valid general bequest in a will executed in accordance with German law and also admissible to probate in England, but not properly executed according to English law

In re D'Este's Settlement Trusts, 1903, 1 Ch. 898, *and* In re Scholefield, 1905, 2 Ch. 408, *not applied*.

In re Simpson, 1916, 1 Ch. 502, In re Wilkinson's Settlement, 1917, 1 Ch. 620, *and* In re Lewat's Settlement Trusts, 1918, 2 Ch. 391, *applied*.

The facts of this case sufficiently appear from the headnote and the judgment, except that the words in the German will translated are as follows: "As heiress to all my inheritance I do hereby nominate my eldest daughter I. M. Meissner. My younger daughter Gertrude is to receive only her legal portion and is not to be considered as an heiress." German law knows nothing of powers of appointment by will.

RUSSELL, J., said: Mrs. Meissner left a will which was executed in accordance with German law and which is also admissible to probate in England. The question is whether she has effectively exercised the power of appointment given to her under her grandfather's will. If she has done so, the funds subject to the power go to Miss Meissner and are not affected by the Treaty of Peace Order, 1919, but if the funds go as on default of appointment they are so affected. Does s. 27 of the Wills Act, 1837, apply in aid of a foreign will, which, though valid according to that foreign law and admissible to probate here, is not properly executed according to English law? Five authorities have been cited to me, and the three last in date have been subjected to much criticism. It was argued that the two earlier decisions which decided that s. 27 could not be invoked for the purpose of interpreting a foreign will correctly state the law. In my judgment that is not so, and I propose to follow the decisions in the three later cases and to adopt the views there expressed. In my judgment one of the effects of s. 27 is that in every English will since the Wills Act the donor of a general power of appointment must be taken to declare that the power may be exercised by a bequest of the personal estate of the donee of the power. I accordingly declare that the general power of appointment conferred on Mrs. Meissner was effectively exercised by her will in German form made at Dresden on 29th May, 1913.

COUNSEL: *Sir Arthur Underhill, L. F. Potts; J. W. M. Holmes* and *Stamp*.

SOLICITORS: *Moodie & Sons* for *Rigg & Strong*, Wigton; *Pettiver & Pearkes; Coward, Chance & Co.*

[Reported by L. M. MAY, Barrister-at-Law.]

Vigneron-Dahl (British and Colonial) Ltd. *v.* **Pettit.**

Lawrence, J. 19th June.

DISCOVERY — INSPECTION OF DOCUMENTS — PRIVILEGE — PATENT ACTION — COUNTER-CLAIM FOR REVOCATION — ATTORNEY-GENERAL'S *Fiat*—DOCUMENTS IN SUPPORT OF APPLICATION FOR *Fiat*—PATENTS AND DESIGNS ACT, 1907, 7 Edw. 7, c. 29, s. 32.

Completed drafts of documents in support of an application for the fiat *of the Attorney-General to counter-claim for revocation of a patent are privileged documents and the defendants are not bound to produce them for inspection by the Plaintiffs.*

The facts of this case sufficiently appear from the headnote and the judgment. The schedule part of s. 32 of the Patents and Designs Act, 1907, is as follows: "A defendant in an action for infringement of a patent if entitled to present a petition to the court for the revocation of the patent may, without presenting such a petition, apply in accordance with the Rules of the Supreme Court by way of counter-claim in the action for the revocation of the patent."

LAWRENCE, J., said: The questions whether the plaintiffs are entitled to have inspection before the trial of the documents themselves which are in the possession of the Attorney-General, or whether the defendants are bound to produce them at the trial in order to show that they have obtained the *fiat* of the Attorney-General are questions with which the court is not at present concerned. The only question is whether the drafts of these documents, which are still in the custody of the defendants' solicitors are privileged, or whether these defendants are bound to produce them to the plaintiffs. These drafts having been obtained on the advice of counsel and solicitors, and having been prepared and settled by counsel and solicitors with the view of assisting these defendants in their defence in the action and counter-claim for the revocation of the patent, are in my judgment privileged documents, and the defendants are not bound to produce them to the plaintiffs.

COUNSEL: *Trevor Watson; Jacques Abady*.

SOLICITORS: *Lawrence, Jones & Co.; Pritchard & Sons* for *Andrew M. Jackson & Co.*, Hull.

[Reported by L. M. MAY, Barrister-at-Law.]

Cases in Brief.

Alianza Co. Ltd. v. Inland Revenue Commissioners. { House of Lords. Lords CAVE, DUNEDIN, WRENBURY, PHILLIMORE and CARSON. 14th May.

REVENUE — CORPORATION PROFITS TAX—TRADE WHOLLY CARRIED ON ABROAD BY REGISTERED BRITISH COMPANY —LIABILITY TO TAX—FINANCE ACT, 1920, s. 52 (2) (*a*).

Where a British company carries on a trade or business wholly outside the United Kingdom, the whole of its profits are liable to corporation tax as the profits of a British company carrying on any trade or business within the meaning of s. 52 (2) (*a*) *of the Finance Act*, 1920.

FACTS.—Case stated by the Commissioners for the special purposes of the Income Tax Acts. Heard and decided in favour of the Crown, by ROWLATT, J., 1923, 2 K.B. 760.

Affirmed on appeal by Court of Appeal, 1924, 1 K.B. 870.

Now affirmed on appeal by the House of Lords.

The question raised by the appeal was whether the profits arising from a trade belonging to the appellant company which for income tax purposes was wholly carried on abroad, and therefore came within the class of sources of profits comprised in the Fifth Case of Schedule D of the Income Tax Act, 1918, "possessions out of the United Kingdom," were liable to be charged to corporation profits tax as being profits of a British company within the meaning of s. 52 (2) (*a*) of the Finance Act, 1920. Until 1918 the company carried on its trade in such a manner as to be assessed to income tax in respect of the profits arising therefrom under the First Case of Schedule D, the trade being exercised wholly or partly in the United Kingdom by reason of its being controlled here. In 1918 the company altered its articles of association with the object of removing the control to South America, and for this purpose established a local board of directors in Chile to which the exclusive power of controlling the operations of the company in South America, including the working of the nitrate properties and the disposal of the nitrate, was assigned. The profits were retained and distributed in South America except those required for dividends payable to shareholders resident in the United Kingdom. The company maintained a registered office and secretary in the United Kingdom. The result of this method of carrying on trade was summarised by the Special Commissioners as follows: "It is admitted that since January 1, 1919, the head and seat and controlling power of the appellant company has been situate in Chile, that the facts are not distinguishable from those dealt with in the case of *The Egyptian Hotels, Limited* v. *Mitchell*, 1915, A.C. 1022, and that in view of the decision in that case the profits and gains of the appellant company are not assesaable to income tax under Case 1 of Schedule D." It further followed that for income tax purposes the company would be assessable under the Fifth Case of Schedule D, the trade carried on wholly abroad being a possession out of the United Kingdom, but only in respect of profits remitted to the United Kingdom. The company was assessed by the Commissioners of Inland Revenue to Corporation Profits Tax under Part V of the Finance Act, 1920, in respect of an accounting period of twelve months ended 31st December, 1920, and the whole of the profits arising from the trade of the company in South America were brought into account for the purpose of the assessment as being profits of the company within section 52 (2) (*a*) of the Act. The company appealed to the Special Commissioners, who confirmed the assessment.

Relevant sections of the Statute Law:—

Corporation profits tax is imposed by s. 52 (2) of the Act of 1920 upon (*a*) "the profits of a British Company carrying on any trade or business" and (*b*) "the profits of a foreign company carrying on in the United Kingdom any trade or business" so far as those profits arise in the United Kingdom.

By s. 53 (2) "Subject to the provisions of this Act profits shall be the profits and gains determined on the same principles as those on which the profits and gains of a trade would be determined for the purposes of Schedule D . . . whether the profits are assessable to income tax under that schedule or not."

Cases quoted:—

Colquhoun v. *Brooks*, 14 App. Cas. 493.

Mitchell v. *Egyptian Hotels*, 1915, A.C. 1022.

DECISION.—The Lord Chancellor delivered judgment to the following effect: The company was registered in England under the Companies Acts, and in 1918 it transferred the management of its business to a local board in Chile, and by that means, on the principles laid down in *Colquhoun* v. *Brooks*, 5 T.L.R. 728; 14 App. Cas. 493, and *Mitchell* v. *Egyptian Hotels*, 31 T.L.R. 546; 1915, A.C. 1022, escaped income tax. The question was whether it was also exempt from corporation profits tax. The Commissioners were of opinion that, though the profits of the trade or business of the appellant company were not assessable to income tax under Schedule D, because the trade or business was carried on wholly outside the United Kingdom, such profits were chargeable to corporation profits tax; and that for the purposes of assessment to that tax they must be determined on the same principles on which the profits of a trade carried on wholly or in part in the United Kingdom would be determined under Case I of Schedule D. ROWLATT, J., affirmed the determination of the Commissioners, and his decision was affirmed by the Court of Appeal. It was contended that, inasmuch as the appellant company was not liable to income tax in respect of these profits, it escaped corporation profits tax. In fact their Lordships were asked to apply the decisions of this House as to income tax in *Colquhoun* v. *Brooks* and *Egyptian Hotels* v. *Mitchell* to corporation profits tax. In his opinion those decisions had no application to this statute. The reasoning in *Colquhoun* v. *Brooks* proceeded on a comparison of Cases IV and V, which related to securities and possessions out of the United Kingdom, and on certain difficulties of machinery, which did not exist under the Act of 1920. That reasoning did not apply. Under s. 53 (2) the thing to be determined was "the profits and gains of a trade." He thought that this sub-section assumed that those profits were to be taxed, and that the only question was how those profits and gains were to be determined. The concluding words of the sub-section entirely supported this view, at which he should have arrived apart from those words. In his opinion the intention of the Legislature was that any company which was entitled to the protection of the British law should be chargeable to corporation profits tax.

COUNSEL: Appellant, *Edward Jones*, K.C., and *Hildesley*: Respondents, *Sir Douglas Hogg* (Attorney-General), *Sir Thomas Inskip*, (Solicitor-General) and *Hills*.

SOLICITORS: *Dale & Co.; Solicitor to the Inland Revenue.*

Cases of Last Week—Summary

Garde *v.* **Kerman and Others. Mr. Justice Tomlin. 25th June.**

In this action the plaintiff sued the defendants, who were duly registered moneylenders, claiming a declaration that she was entitled to certain relief under the Moneylenders Act, 1901, namely, the reopening of her transactions with the defendants, the taking of an account, and reduction of her debt to such sum as was fairly due on a proper basis in respect of principal, interest and charges. The plaintiff had at all material times a substantial income and she gave the moneylenders a bill of sale on furniture for £600. An inventory of the security was taken at the date of the loan. She received in February, 1922, a loan of £200 with interest at the rate of

60 per cent., the principal and accruing interest to be discharged by monthly instalments of £60. In July, 1922, a new loan of £200 was obtained, and in January, 1923, there was a third loan of £200, and in October, 1923, a further loan of £230. In the case of the second, third and fourth loans, considerable portions were applied in each case to discharge such balance of principal, interest and charges as remained unpaid on the preceding loans. The first three loans were made by the Defendant KERMAN, but the fourth was made by the defendants, M. DUNN, LIMITED, a private company of which KERMAN was a director.

The case for the plaintiff was that the moneylenders at all material times knew her to be in possession of a substantial salaried income, and that the furniture given by way of security was adequate to answer the loan, so that, therefore, the charge of 60 per cent. was "harsh and unconscionable," and that the transaction ought to be reopened. The defence was that, in fact, the furniture was not worth the sum lent on it, and that the plaintiff was believed by the lenders to be assisting a relation who was in embarrassed circumstances and was a constant source of expense to her; therefore the risk was really much greater than it appeared to be.

Mr. Justice TOMLIN took the view that on the facts there was at all times adequate security for the loan in the furniture comprised in the bill of sale, apart from the salaried business income of the plaintiff. He considered, too, that the defendants ought to have ascertained the financial position of the debtor before fixing their terms, and that, if they had done so, they would have become aware that her security was good: they must be assumed to know any fact which on reasonable enquiry they could have ascertained, and which were material to the assessment of fair terms. A registered moneylender, in fact, must be regarded as under a duty to lend on fair terms: otherwise the transaction will be reopened. The fair rate of interest he held, was 30 per cent., and the account would be taken on this basis.

COUNSEL: Plaintiff: *Galbraith*, K.C., and *Wynn Warwick*; Defendants: *Du Parcq*; *Wallington*.

SOLICITORS: *Dangerfield, Blythe & Co.*; *Woolfe & Woolfe*.

Bass, Ratcliff and Gretton *v.* **Wright.** **Mr. Justice Romer.** **25th June.**

In this action the plaintiffs claimed against the defendant an injunction to restrain him from "passing off" on his customers as being "Bass Ale" any ale not of the plaintiffs' manufacture. It was alleged on behalf of the plaintiffs that where customers of the defendant had given orders for "Bass," some other ale had been substituted for it by the waiters or attendants. The defence was that strict orders had been given to the defendant's staff not to supply liquor other than that ordered, and that if any substitution had taken place, it was done in disobedience of the most positive instructions of the defendant. The evidence led by the plaintiffs satisfied the defendant that in certain cases, notwithstanding the warning given by him to his staff, substitution had taken place, and he accepted the view that he was legally responsible for those unauthorized acts of his subordinates acting in the course of their employment, although against his orders.

On the issue of law, it was agreed by counsel for the defendant that substitution of other ale for "Bass," when "Bass" is ordered by a customer, amounts, in law, to a tortious infringement of the rights of the owners of the trade property in "Bass."

The action was, therefore, settled by submission of the defendant to the injunction claimed by the plaintiffs, and an order for an inquiry into damages unless the parties could agree on their amount.

COUNSEL: Plaintiffs: *Hughes*, K.C., and *Harold Mather* Defendant: *Manning*, K.C., and *Roger Turnbull*.

SOLICITORS: *Donald McMillan & Mott*, for *Messrs. Duncan, Oakshott, Chevalier & Morris Jones*, Liverpool; *Amery Parkes and Co.*

Collins (Inspector of Taxes) *v.* **The Firth-Brearley Stainless Steel Syndicate Ltd. Court of Appeal. 26th June.**

In this case the Court of Appeal allowed the appeal of the company (defendants) against the Crown from a decision of Mr. Justice ROWLATT that, where a company holds patents and makes profits out of the royalties and other gains derived therefrom, if it sells outright, *at a profit*, its rights in one of those patents, the surplus of the selling price over the original purchase price of the patent is a profit taxable to income tax. The Commissioner of Income Tax, had held that there was here no profit in the nature of income, but simply an increase of the capital value of the trading assets of the Company; an increase of capital value is not income. They, however, had stated a case at the instance of the Inspector of Taxes. Mr. Justice ROWLATT considered that an increase in the value of patents sold by a patent-owning company is in the nature of income and reversed the Commissioners. The Court of Appeal have now disagreed with this view and restored the Commissioners' decision, namely, that there was merely a transmutation of capital assets, not an acquisition of income, on the sale of capital assets at a profit.

The court consisted of the Master of the Rolls, Lord Justice WARRINGTON, and Lord Justice ATKIN.

COUNSEL: Appellant, *Latter*, K.C., and *Cyril King*; Crown, *Sir Douglas Hogg*, K.C., and *Hills*.

SOLICITORS: *Johnson, Weatherall, Sturt & Hardy*; *Solicitor for Inland Revenue*.

M. Dunn Limited *v.* **Jefferson and Another.**

In this action, heard by Mr. Justice AVORY with a special jury, a firm of moneylenders sued the defendant Mrs. JEFFERSON, on a bill of exchange for £2,000, drawn by one Captain B. HAMBROUGH and accepted by that lady. The bill was indorsed by Captain HAMBROUGH to the plaintiffs, and on presentation for payment was dishonoured. Due notice of dishonour was given the defendants. They were then sued on the bill.

Mrs. JEFFERSON's defence was that she signed the bill in the belief that Captain HAMBROUGH desired two references which he wanted to give to a stockbroker. She said that she signed two pieces of paper believing them to be references as alleged. Captain HAMBROUGH, she alleged, then filled them in as bills of exchange for £2,000 each. This she said, was done (1) after the signature by her, (2) in fraud of her, and (3) without any consideration for the bills being received by her.

Five questions were put to the jury by the learned judge. Two were not answered, proving unnecessary in the light of the replies to the other three. In their answers to those three questions the jury found, (1) that Mrs. JEFFERSON signed after, not before, the body of the bills had been filled in; (2) that she did not believe she was merely giving a reference, and (3) that the plaintiffs were holders for value, *i.e.*, that they gave consideration for the bill and took it in good faith without notice of the alleged or any fraud in connection with it.

Upon these findings, and in view of sect. 20 (i) of the Bills of Exchange Act, 1882, the learned judge entered judgment for the plaintiff.

COUNSEL: Plaintiffs, *Barrington-Ward*, K.C., *Wallington*, and *Harvey Moore*; defendants, *Sir John Simon*, K.C., and *Giveen*.

SOLICITORS: *Woolfe & Woolfe*; *Michael Abrahams, Sons and Co.*

Controller of the Clearing House *v.* **Weir & Co. Court of Appeal. 29th June.**

In this appeal the Court of Appeal reversed the decision of Mr. Justice FINLAY in favour of the Controller of the Clearing House in a claim against a firm for interest on contracts with alien enemies, and therefore suspended by the war. The claim was made under para. 22 of the Annex to s. III, pt. X. of the Treaty of Versailles. A joint decision had been given on the claim by the Mixed Arbitral Tribunal; this had not been

appealed against by the defendants; therefore Mr. Justice FINLAY had held that they were estopped from denying its validity and binding character when sued on in an English Court of Law. In other words, he held that an unappealed decision of a Mixed Arbitral Tribunal is the exact equivalent of a foreign judgment or award by a court of competent jurisdiction recognised as such in our courts. The Court of Appeal held that no such estoppel exists and that therefore the unappealed decision did not disclose a ground of action in our courts.

The court consisted of BANKES, SCRUTTON, and SARGANT, L.JJ.

COUNSEL: Appellants, *Sir Leslie Scott*, K.C., and *Darby*; respondents, *Sir Douglas Hogg*, K.C., and *Somervell*.

SOLICITORS: *Thomas Cooper & Co.*; *Solicitor of the Clearing House.*

The Solicitors' Bookshelf.

Selden Society Series. Vol. XLI. Edited by WILLIAM CRADDOCK BOLLAND, LL.D., Cambridge.

This volume, we understand, is edited by Dr. Bolland and not by Mr. Turner, as was assumed to be the case in our review last week. Mr. Turner has edited many volumes of the Year Books in the past and is announced as editor of the next volume, XLII, but Dr. Bolland is responsible for the present volume. It is unnecessary to remind readers of THE SOLICITORS' JOURNAL of Dr. Bolland's eminence as an authority on the Year Books. His work thereon has already become classical. We hope that the Selden Society may long enjoy the advantage of his valuable assistance in its efforts to place before lawyers its admirable interpretations of the Year Books.

Apportionments and Outgoings of Land. By R. M. P. WILLOUGHBY, LL.D. (Lond.), Solicitor. The Solicitors' Law Stationery Society, Ltd. 7s. 6d. net.

As Mr. Willoughby points out in his preface, the subject of the apportionment of rents and profits, and of the outgoings upon the completion of sales of land, whether freehold or copyhold or leasehold, is one which has been scantily handled in the text-books. In fact, it is still largely a matter of unwritten tradition. Such tradition, naturally, is a varying quantity; it differs in the several parts of the country in accordance with local usages and preferences.

Again, the principles and the decided cases are far from familiar to the average practitioner. The result is that completion accounts are compiled in different ways by different firms; this inevitably leads to mistakes, misconceptions, and even to disputes. Therefore it seems highly desirable that some effort should be made to place on record in easily accessible shape what is believed to be the best practice on the subject. This Mr. Willoughby has attempted to do in this book.

Part I of this volume is devoted to Interest, Apportionments, and Upkeep Expenses. It consists of three chapters, the first on Interest, the second on Rents and Profits, and the third on the Nature and General Incidence of Outgoings as between vendor and purchaser. In some fifty pages all that is really important in the practice seems clearly stated. The section devoted to "Weekly Rents," one of seven sections in the chapter on "Rents and Profits," commends itself to us as specially interesting and useful.

In Part II the author treats of the common outgoings of land, their apportionment, and their clearance. These comprise Property Tax, Land Tax, Mineral Rights Duty, and Licence Compensation Charge, as well as the Poor Rates, other Local Rates, Sewer Rate, Tithe Rent Charge and Customary Rents. Each is treated shortly but sufficiently. In fact, the amount of information packed away in small space is really very remarkable. Only a gift for economy of words and a grasp of the principles underlying the art of symmetrical arrangement could have helped the author to do this effectively. Finally, in the Appendix there are some useful specimens of Completion Accounts.

The New Law of Property Explained. By Sir LESLIE SCOTT, K.C., M.P. Sweet & Maxwell. 3s. 6d. net.

The Trustee Act, 1925. With Notes and Introduction. By W. H. AGGS, Barrister-at-Law, and H. W. LAW, Barrister-at-Law. Sweet & Maxwell. 7s. net.

These two short brochures have contents which are sufficiently indicated by their titles. The first is a reprint of Sir Leslie Scott's speech on the introduction into the House of Commons of Lord Birkenhead's Bill; that was in 1922 when Sir Leslie was Solicitor-General. He had been Chairman of the Committee which reported favourably on the proposed changes, and his introductory speech has always been recognized as a masterpiece of lucid exposition. Therefore its reprint, accompanied as it is by some very useful notes and references by Mr. Benas, should prove useful to many practitioners anxious to grasp the scheme of the new legislation.

The Trustee Act, 1925, is the reprint of one of the Annotated Acts edited by Mr. Aggs in Chitty's Annual Statutes. This particular member of the little group of seven consolidating statutes is not perhaps one of the most important or difficult; but it is essential that the conveyancer should understand its contents. Mr. Aggs in his Introduction and Notes will certainly help him to do so.

Correspondence.

Frauds on Solicitors.

Sir,—During the last few weeks a certain person has perpetrated frauds on several local solicitors. His methods appear to be to send a girl asking the solicitors to collect a certain sum of £9 owing to him on a promissory note by a certain individual whose address was given. After the solicitors had written for the £9 the supposed debtor called and paid them the £9. They then deducted their charges and sent a cheque for the balance to the supposed creditor. In one case the cheque was for the balance, *i.e.*, £8 9s. 6d., being the £9, less 10s. 6d. costs, and this cheque was altered to £80 9s. 6d. and has been cashed. I understand that the other cases were for somewhat similar amounts. The forging of the "Y" and "O" was so cleverly done that it was impossible for anyone to discover the alteration, and leads one to believe that this man is an expert forger. It has been suggested by my Society that I should write to you so that if you think fit you may publish this letter as a warning to other solicitors, as it is very likely that this man may move on to other towns.

E. W. MAWDSLEY,
Hon. Secretary,
Southport & Ormskirk Law Society.

3rd July.

Law of Property Act.

Sir,—Would you allow me the courtesy of your columns to say that I should be pleased to hear from solicitors and their conveyancing clerks who would be interested in the formation of a weekly class (commencing in September) and to be held in Central London for the study and discussion of the new Law of Property Acts and their application to conveyancing practice?

W. E. WILKINSON.

28, Bedford-row, W.C.1.
2nd July.

The Law Society.

ANNUAL REPORT OF THE COUNCIL.

(Abbreviated and Summarized.)

(Continued from p. 681.)

Sales Subject to Apportioned Rents.

On page 31 of the last Annual Report reference was made to the practice in certain parts of the Kingdom, and particularly Lancashire, in developing land for building purposes, of granting conveyances subject to a perpetual rent-charge, and to the involved clauses which are necessary to the mutual enforcement of the liabilities arising from an apportionment between a vendor and purchaser of a rent-charge or ground rent, and the mutual enforcement of the covenants and conditions to which the entire premises are subject.

The discussions with the Manchester Law Society as to the possibility of including in the Law of Property Acts suitable statutory covenants and indemnities, were continued with that Society and with the Blackburn Society. The Council are glad to be able to report that as the result of these discussions it was found possible to introduce into the Law of Property (Amendment) Act, 1924, certain provisions which are now incorporated in the Law of Property Act, 1925, the use of which will materially reduce the length of conveyances and assignments subject to apportioned rents.

Land Registry.

In the last Annual Report reference was made to circumstances which indicated the necessity on the purchase of registered land of inspecting not merely the Land Certificate, but also the Instrument of Transfer. Certain covenants had been entered into by a purchaser, which not being covenants running with the land, had not been inserted in the Land Certificate. As a result of correspondence upon the subject between the Council and the Chief Land Registrar, the latter has arranged, when desired, to bind up with the Land Certificate (*a*) official copies of registered transfers containing positive covenants, including covenants for indemnity, whether entered into by the vendor or purchaser, and (*b*) official copies of such covenants contained in deeds executed before the date of first registration.

The Registrar has arranged also, as the result of representations made to him by the Council, that a warning note will be placed on each Land Certificate, indicating the liabilities to which the land may be subject, which are not set out in the Register.

Land Transfer Act, 1897.

Mr. George Stanley Pott has been appointed a member of the Committee under s. 22 of the Land Transfer Act, 1897, in place of the late Sir Walter Trower. No meetings have been held since those referred to in the last Annual Report, but the consolidating legislation having passed, it is believed the Committee will shortly be at work on the new rules.

Solicitors' Remuneration.

There were included in the Appendix to the last Annual Report, a copy of a report and of a supplemental report, incorporating certain suggested revisions of the scales of solicitors' remuneration under the Solicitors' Remuneration Act, 1881, and the Order made under it. These reports were in due course forwarded to the Lord Chancellor who was asked to summon a meeting of the Committee under s. 2 of the Solicitors' Remuneration Act, 1881, so that the amendments suggested might be submitted to the Committee.

The Committee consists of the Lord Chancellor, the Lord Chief Justice, the Master of the Rolls, the President of The Law Society, and the President for the time being of one of the Provincial Law Societies. The Lord Chancellor appointed Mr. G. H. Charlesworth, President of the Manchester Law Society, to represent the Provinces on the Committee. It has, in fact, met and is considering the proposals.

Government Loans—Commission to Solicitors.

The subject of payment to solicitors on Government issues has been referred to on several occasions. In May, 1924, the Associated Provincial Law Societies passed a resolution to the effect in their opinion the same commission as is offered to bankers, brokers and financial houses, should be allowed by the Treasury to solicitors in respect of dealings by their clients through them in connection with the conversion or issue of Government Stock, and that representations should accordingly be made to the Chancellor of the Exchequer. Following upon this resolution, the Council sought the further co-operation of the Scottish Legal Societies with whom they presented a Memorial to the Chancellor of the Exchequer, urging the payment of commission to solicitors. A reply subsequently was received from the Chancellor of the Exchequer, stating that he had given careful consideration to the representations made, and that he regretted he was unable to depart from the view taken by his predecessors that commission on Government Loans should not be paid to solicitors. He feared in these circumstances, that no useful purpose could be served by his receiving a deputation on the subject.

Barristers Becoming Solicitors and Solicitors Becoming Barristers.

The Associated Provincial Law Societies requested the Council to promote legislation under which any Barrister at any time should be entitled to become a Solicitor, and any Solicitor at any time to become a Barrister, without delay, upon passing the appropriate Final Examination.

The Council referred the matter to the Professional Purposes Committee who recommended that the Council should confer with the Bar Council, with the view of obtaining the necessary legislation.

The Professional Purposes Committee prepared a Report which, as it sets out in detail the present law and practice, will be of interest to Members. It is printed as an Appendix to the Report.

The Council are in communication with the Bar Council on the subject.

Employment of Lay Agents.

The Council have been called upon to consider the question of London Agents' charges. They appointed six members of London Agency firms of Solicitors to confer with six representatives of Provincial firms of solicitors appointed by the Associated Provincial Law Societies. Conferences have taken place, and the Associated Provincial Law Societies have passed a resolution recommending Provincial solicitors that if and when a scale of charges is agreed upon by the Conference, the legal business now transacted by lay agents should thereafter be conducted by professional agents in London.

Advertisements in the Press.

At the last Annual General Meeting a resolution was passed requesting the Council to take steps to discipline all solicitors who in future associate their names with any advertisement purporting to be of a legal nature which has no legal effect, or to append their names to any advertisement when the addition of their names is entirely superfluous.

The mover of the resolution supported it by reference particularly to advertisements by husbands that they will not be liable for their wives' debts, and to notices by aliens that letters of naturalisation have been granted to them.

The Council referred the matter to the Professional Purposes Committee. On their recommendation it was resolved ultimately to leave to the Committee power, as in the past, to deal with individual cases as they arise.

The Committee stated with regard to the two instances which had been specially referred to, they believed such advertisements were frequently inserted in good faith, and there might be occasions on which they answered a useful purpose.

Solicitors to Government Departments.

This subject has been referred to in previous Annual Reports. On the 13th February last there appeared in *The Times* the announcement that a barrister, whose appointment as Solicitor to the Minister of Labour had given rise to the protest made to that Minister by the Council in 1923, had been appointed one of the Parliamentary Counsel to the Treasury. On the following day there appeared in *The Times* the announcement that the barrister, who in 1923 had been appointed Assistant Solicitor to the Department, had been appointed to fill the consequent vacant Solicitorship. There was at that time another Assistant Solicitor to the Department, who was in fact a solicitor, and senior in appointment to the barrister. No previous intimation had been made to the Council of The Law Society as to the vacancy in the Solicitorship, and the appointment of the Junior Assistant Solicitor, being a barrister, over the head of the Senior Assistant Solicitor, being a solicitor, appeared to the Council to be an occasion for giving some fuller consideration to this subject. Accordingly they are taking the best advice available in order in the first instance to ascertain precisely what is the law on the subject. They have satisfied themselves that solicitors are in respect of all the work involved as competent to perform it as barristers, and in respect of so much of it as is outside the ordinary training of barristers, more so.

Law Societies.

Gloucestershire and Wiltshire Incorporated Law Society.

ANNUAL GENERAL MEETING.

The Annual General Meeting of this Society was held at Cirencester, on Thursday, 2nd inst.

There were present:—Mr. Frederick H. Bretherton (Gloucester), President; Mr. R. W. Ellett (Cirencester), Vice-president; E. W. Kendall (Bourton-on-the-Water); P. Haddock; B. T. Gurney; W. G. Gurney; R. McLaren; A. S. F. Pruen; I. D. Yeaman (Cheltenham); R. J. Mullings; H. St. G. Rawlins; E. C. Sewell (Cirencester); R. H. Penley (Dursley); A. J. Hitchman Iles (Fairford); Frank H. Bretherton; P. Barrett Cooke; C. France Drinkwater; T. Hannam-Clark; E. J. Y. Jarrett, ; C. E. Jeens; J. H. Jones; F. H. King; P. C. Lloyd (Gloucester); A. L. Forrester (Malmesbury); G. H. Pavey Smith (Nailsworth); A. H. G. Heelas; F. G. Playne; R. H. Smith (Stroud); W. H. Kinneir; J. W. Pooley; J. W. Pridham; J. Crewe Wood (Swindon); H. W. Brown; N. G. Moore; T. Weldon Thomson (Tewkesbury); H. Dale (Wootton Bassett), with J. W. Haines (Hon. Treasurer) and Herbert H. Scott (Hon. Secretary).

A lecture on the new Law of Property Acts was given by Sir Charles Fortescue Brickdale, Kt., who was heartily thanked for a lucid exposition on this complex subject.

Mr. R. W. Ellett was elected President for the ensuing year and Mr. A. L. Forrester (Malmesbury), Vice-President. Messrs. H. W. Brown; H. Dale; H. Goldingham; A. C. Jonas; J. H. Jones; R. McLaren; R. H. Penley; H. St. G. Rawlins and J. Crewe Wood were appointed as the Committee of Management for the year with the Trustees of the Society, Messrs. E. T. Gardom; W. G. Gurney; W. H. Kinneir and R. H. Smith.

A total sum of £57 was voted in grants to necessitous persons.

Four new members were elected making the total membership of the Society 147.

A resolution was passed offering congratulations to the Law Society on the attainment of its Centenary.

The members took lunch at the Kings Head Hotel and were later hospitably entertained by Mr. and Mrs. R. W. Ellett at The Cranhams, Cirencester.

Cheltenham & Tewkesbury Legal Association.

LECTURE ON THE LAW OF PROPERTY ACTS, ETC.

A lecture on the Law of Property Act, 1925, and complementary statutes affecting unregistered conveyancing was delivered on the 24th June, by Mr. William H. Russell, Solicitor, Cheltenham, to the Cheltenham and Tewkesbury Legal Association. Members of the Association and their articled and other clerks, to the number of upwards of seventy, attended.

The lecture was given at the residence of Mr. George F. Ticehurst, the Steward of the Manor of Cheltenham, the Lord of which manor is the Rt. Hon. Sir James Tynte Agg-Gardner, P.C., M.P.

By the custom of the Manor of Cheltenham, as settled by Act of Parliament, 1 Car. I c. 1, a widow's right to freebench attaches to all copyhold land of which the husband was seised in possession at any time during the coverture, and this right cannot be defeated by alienation in his lifetime or by his will. The manor, consequently, is one of those to which will apply the provisos as to freebench contained in s. 1 (*d*) of the Twelfth Schedule to the Law of Property Act, 1922, and s. 45 (1) (*c*) of the Administration of Estates Act, 1925.

In the course of his lecture Mr. Russell quoted Sir Arthur Underhill's remark, in the Preface of his book on Lord Birkenhead's Act, that "the man who has put most work into the Act is undoubtedly Sir Benjamin Cherry, one of the Conveyancing Counsel of the Court," and pointed out that, for this reason, the new editions of "Prideaux's Precedents" and "Wolstenholme's Conveyancing and Settled Land Acts," both of which are being edited by Sir Benjamin Cherry, ought to be of special value to practitioners.

Mr. Russell stated that he had sent a syllabus of his lecture to Lord Birkenhead, from whose secretary he had received the following letter: "I have to acknowledge the receipt of your letter of June 3rd which I have shewn to Lord Birkenhead. His Lordship has looked through your Syllabus which meets which his approval. He considers your work in this direction most praiseworthy and wishes that more Solicitors would make the effort necessary to master this system. Your idea of the lecture meets with His Lordship's entire approval and he wishes you all success in your endeavour."

Law Students' Journal.

The following students have been called to the Bar at Gray's Inn, Trinity Term, 1925:—

Jasha Prokash Mitra, B.A., LL.B., Trinity College, Cambridge; Godfrey Murly-Gotto, B.A., Pembroke College, Cambridge; William Jayne Weston, M.A., B.Sc., the University of London, Arden Prizeman, Gray's Inn, 1922; Ernest Edward Clarke, B.A., Keble College, Oxford; Gopindra Krishna Dutt, B.A., Sidney Sussex College, Cambridge; Sudhindra Krishna Dutt, B.A. (Non-Coll.), Oxford, B.A.; Frederick Louis Grille, M.A., and sometime Exhibitioner, Jesus College, Cambridge; Ronald Flint Palethorpe, B.A., Keble College, Oxford; George Godfrey Phillips, B.A., LL.B., and sometime Scholar, Trinity College, Cambridge; William Henry Cousins Davey; Frank Mackenzie Crawshaw, B.A., LL.B., Trinity College, Cambridge; Dennis Wilsden, B.A., LL.B., Selwyn College, Cambridge; Thomas Gledhill Titterington, B.A., LL.B., Gonville and Caius College, Cambridge; William Victor Corbett, Major, R.A.M.C. (retired), M.R.C.S. (England), L.R.C.P. (London); Leonard Marchant Minty, Ph. D., B.Sc., B. Com., the University of London; Nab Baholyodhin, a Siamese Government Student, of Bangkok, Siam; Clive Stuart Saxon Burt, B.A., and sometime Parker Scholar, University College, Oxford, H.C. Richards Prizeman, Gray's Inn, 1924; Charles Nelson Atlee, M.R.C.P. (London), M.R.C.S. (England); and Hugh Arthur Reeks, B.A., Emmanuel College, Cambridge.

The Law Society.

FINAL EXAMINATION.

The following Candidates (whose names are in alphabetical order) were successful at the Final Examination held on 15th and 16th June 1925.

Adams, Paul; Allerton, Doris; Amphlett, Anna Lloyd; Andrew, Sydney Bennett; Ansell, Sydney George; Atchley, Wilmot Canning: Bainbridge, Peter Anthony; Banham, Cecil Francis William; Barrans, Basil Victor; Battersby, Frank Newton, LL.B., Manchester; Beckett, William Alexander Brain; Beeching, Herbert John; Bolt, Charles Edward; Boulton, Robert Gerald Essington; Bowdler, Charles Neville Hunt; Bowles, Francis George, LL.B., London; Brooks, Edward Cecil; Brown, Denis; Brown, Herbert Sydney; Brown, Malcolm Seymour; Browne, Arthur John Ernest; Brutton, Charles Phipps; Buckle, Fanny; Burgess, George Henry; Buxton, Francis Henry White; Canton, William Arthur Trevor; Carthew, Edmund John, B.A., LL.B., Cantab; Chevallier, Clement Theodore, M.A., Oxon.; Clark, Alan Edwin Nelham; Clark, Ernest Roy Ryder; Clark, William Arthur; Coggan, George Sydney; Coke, Lionel Thales Percival, B.A., Oxon.; Cole, Maurice Buxton; Collis, John Harry Neild, B.A., Cantab.; Coope, Frederick William; Copley, Robert Alvery; Davidson, Arthur; Davies, Bertram; Davies, Thomas Hugh; Debenham, Horace Corner; Eckford, Thomas John; Ellis, Julius Bernard Walter; Ellis, Lovell Strange Eaton; Elmhirst, Alfred Octavius; Elston, Roland Percival; Evans, William Gwynne; Fforde, Arthur Frederic Brownlow, B.A. Oxon.; Fordyce, Arthur Henry; Gamlen, St. John Onslow, B.A. Oxon.; Geldart, Richard Warbrick; Gentry, Albert Henry; Gibbes, Edward John Charles; Gilbert, Percival; Goundry, John Mortimer; Gray, Ronald Alfred; Greenop, Jasper Robertson; Griffiths, William Thomas; Hallmark, Ethel Maud; Hammond, Frederick Duncan; Hancock, Wilfred; Harrisson, John Arthur Edward; Hart, Thomas William; Hayes, Reginald; Haymes, John; Heilbut, Max Herbert, B.A., LL.B. Cantab.; Herbert, Kenneth Sharpley; Hicks, Harold William; Highet, Robert Theodore; Hindley, George Henry, LL.B. Liverpool; Holdich, Reginald White; Holding, John Edward; Hollinshead, John Reginald Wood, LL.B. Manchester; Holloway, John Edward, B.A. Cantab; Holmes, Anthony Cecil Dailey; Hoppit, Thomas; Horrocks, George; Hudson, Arthur Keith, B.A. Oxon., LL.B. Victoria; Ingle, John Walford Brouncker; Jackson, Edward Donaldson; Jackson, Frank; James, Philip Gwynne; Jennings, Arthur Cyril, M.A. Oxon.; Jones, Sydney Tapper, LL.B. London; Jones, Theodore Eayrs Bangor; Kerfoot-Hughes, Thomas Arthur; Kershaw, Frank Joseph, LL.M. Sheffield; King, William Percy; Lark, Walter Eric; Leather, Godfrey Clifford, B.A. Cantab.; Lilly, Joseph; MacBean, James Bremner; Maddox, Edmund Theodore; Marigold, Harold Lawrence Herchmer; Marris, Philip Colquhoun; Martin, James Arthur; Matthews, Marmaduke Humphrey; Medlicott, Frank; Miller, Sidney Tomsett; Mills, Bertie; Morton, Cuthbert; Nisbet, Harold Victor; Norris, Cyril Scriven, B.A. Oxon.; Nutt, Richard Evan LL.B. Leeds; O'Callaghan, Louis John; Osborn,

William Alfred Laughton; Parkes, Eric William; Parsons, Walter Henry; Pemberton, Frank; Pettitt, Henry Laurence, B.A., LL.B. Cantab.; Plant, Charles Alick; Pollock, Alexander; Popplewell, Peter; Prier de Saone, Jean François René, B.A. Cantab.; Primett, Ronald Murray; Pugsley, William Follett; Reddihough, Cyril Spencer, LL.B. Leeds; Rich, Sidney Frank; Richardson, Horace Arthur Leslie Rickards, Hedley Joseph, B.A., LL.B. Cantab.; Rignall, George Thomas; Ringrose, Harry Thomas; Robinson, Wilfrid Henry; Rothfield, Marcus Leopold, B.A. Durham; Salinger, Cecil Gerald Furnivall, B.A., LL.B. Cantab.; Saunders, Hubert Thomas; Scholefield, Charles Edward; Scorer, Edward Veitch Atherton; Scott, George; Searle, Charles Bartlett; Sharman, Corrie Reid, B.A., LL.B. Cantab.; Sharples, John; Sheen, Sidney Harrison; Simon, Ronald Montagu, B.A., LL.B. Cantab.; Simons, Edward Woolf; Simons, Sydney Clifford; Smith, Francis Armitage, B.A. Oxon.; Smith, Francis Gould, B.A. Oxon.; Stallard, Francis William, B.A., LL.B. Cantab.; Steele, William Morgan; Stevens, Gertrude Matilda Sarah; Sugden, William Alfred; Syrett, Reginald Alan; Tipper, Patricia Mary; Torrens, Arthur Stanley Dormer, B.A. Oxon.; Tracey, Sydney Thornhill; Trotter Jack; Turner, Charles Wilfrid Mallord; Vint, Alfred Whitley, M.A., LL.B. Cantab.; Wade, Newton Lloyd, B.A. Cantab.; Waldron, Arthur Deane; Walker, David Littlejohn, B.A. Cantab.; Walker, Harold Clegg, LL.B. Manchester; Ward, Eric Walter; White, Godfrey McBean; Whiteway, Alfred John Ray; Williams, Edward Arthur; Williams, Lewis Erskine Wyndham, B.A. Oxon.; Williams, William Meirion, B.A., LL.B. Cantab.; Withers, Alan Alfred; Withers, Fred; Woodward, William; Wootton, Thomas David; Young Francis Edward.

No. of Candidates, 182. Passed 164.

The Council of The Law Society have awarded the John Mackrell Prize value about £13, to Francis Armitage Smith, B.A. Oxon, who served his Articles of Clerkship with Mr. Sidney Hyde Turner of the firm of Messrs. Sole, Sawbridge and Co., of London.

INTERMEDIATE EXAMINATIONS.

The following Candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on the 17th and 18th June, 1925.

A Candidate is not obliged to take both parts of the Examination at the same time.

First Class.

Epton, William; Grey, John William; Hansen, Richard Claussen; Heatherington, John Pearson; Levin, Simon Bernard; Loadsman, Aubrey Keith Alwyn;

Passed.

Alker, Thomas; Allardice, William Ferris Gerald; Bain, Kenneth Herbert; Bannehr, Cyril Edward; Bate, Alfred; Beare, Newton; Bone, Tom Cuppage; Bott, Richard Harry, B.A. Cantab.; Buckley, John Frederic Sydney; Charlesworth, Joseph William; Collett, Algernon Percy; Cornish, Herbert Thomas Commin; Coulson, Stuart Lindsay; Cunliffe, Lionel Gordon; Davies, Cynan Evan; Dew, Edward Roderick; Dickinson, Antony Havergal, B.A. Cantab.; Docker, Arthur Guy; Dunn, George Gilhespy; Edwards, Theodore Henry Edgcome, B.A. Cantab.; Fawcett, John Milthorp; Fine, Alexander; Fisher, Walter Alfred; Gibson, George Henry; Hamilton, Wilfrid; Henlé, Nevil Frederick; Hodges, Leonard Henry Doveton; Hora, Edward Etzel James Whinfield; Jones, David Llewelyn, B.Sc. Wales; Jones, William Trevor; Knight, Clifford; Kwok, Frank Kingsum; Lefroy, Muriel, M.A. Cantab.; Lindsley, Richard Middleton; MacKinlay, William Andrew; Moore, Reginald; Nixon, Denis; Norris, Harold Herbert; Norton, Theodore John; O'Brien, Neville Christopher; Percival, John David; Poper, Walter Trayton; Richmond, Basil Edmund; Roberts, Donald Whitby; Samuels, William John; Savory, Thomas Doggett; Shaw, Alan, B.Sc. Manchester; Shepherd, Leonard Frank; Stephenson, Arthur William; Story, Douglas Perrin; Trevenen, John Arnold; Tudor, John Merridew; Walton, John McGowan; West, William Charles; White, Leslie; Williamson, Henry Ellis; Woods, William Ernest.

The following Candidates have passed the legal portion only:—

Allen, William Laurence; Arksey, Cyril Rawlin; Bishop, Richard Longden; Boocock, Norman; Brisley, Frank De Bock; Brittain, Mary Ellen; Broadbent, William Thomas; Buckle, Ralph Raby; Carmichael, Gordon Henry; Clarke, Richard James; Coveney, Arthur Eustace; Darbyshire, Fred; Drew, Joseph Arthur Ivor; Dutton, Ronald Moore; Glover, John; Greenwood, Frederick Arthur; Gwynne, Reginald James; Hall, Cecil Charlesworth; Hall, David Norman; Hallam, Henry John; Harrison, Antony Roy; Haselfoot, Cyril Arthur; Hocombe, Harry Christopher; Hutchings, Geoffrey Balfour; Jackson, Maurice William; James, Charles Bartleet; James, David Rhys; Jefferies, Frederick William; Jones, Thomas Benjamin; Jones, George Oswald; Jordan, Henry Newell, B.A. London; Kildahl, William Sobieski; Laing, Rodney Ninian Warrington, B.A. Cantab; Luck, William Henry Francis; Mainwaring, Robert David; Owen, Leonard; Rendall, Francis Cuthbert Eugene; B.A. Wales; Riordan, John Francis; Robinson, Robert Eric; Saunders, Allan Gerald Percy; Simey George Spensley; Smails, Oswald Charles Henry; Solomon, Henry Wolfe; Stead, Henry; Thomas, Trevor; Thompson, Theodore Leslie; Thurlow, Richard Francis Gardom; Vaughan, John Watson; Vezey, Thomas, B.A. Cantab.; Waldy, Edward Garmondsway; Ward, Charles Richard; Whiteway-Wilkinson, William John Bickford; Wilks, Henry William; Williams, Rowland Francis; Wolff, Myer.

No. of Candidates, 199. Passed 118.

The following Candidates have passed the trust accounts and book-keeping portion only:—

Alexander, William Henry Mason; Assig, Arthur Kenneth; Bailey Albert Percival; Bailey William John; Baldock, Frank Elworthy, B.A. Oxon.; Barron, John Douglas; Berridge, Christian Gerard Timperley; Blake, Charles Anthony Morgan, B.A. Cantab.; Bowman, William Rex; Brutton, Guy Phipps; Bubear, William Osmond; Buckle, Albert Edward, LL.B., Manchester; Caldecott, Guy; Chubb, Harold, LL.B. London; Cook, Wilfred Herbert, B.A., LL.B. Cantab.; Cooper, Henry Geoffrey; Criddle, Horace John Milton Leigh; Cumpsty, William Traviss; Daplyn, Wilfrid Edgar; Davies, John Brian Ramsay, B.A., LL.B. Cantab.; Davies, Richard William Bernard; Dean, Samuel, LL.B. Liverpool; Dickinson, Robert Joicey, B.A. Oxon.; Dineen, Thomas Tempest; Douglas, Frank; Draper, Henry Makin, B.A. Oxon.; Duval, Edward Walter; Eggar, Robert Humphrey, B.A. Oxon.; Elderkin, Henry Speechly; Ellwood, Leslie Ashcroft, B.A., LL.B. Cantab.; Evans, Thomas Kingsley; Everington, John, B.A., LL.B. Cantab.; Finley, Henry Lockhart; Forward, Edward Alfred Pinney; Frank, Richard Lionel; Furlong, Edward Thomas; Glenister, Douglas James, M.A. Cantab.; Gregory, Donald Martin; Griffin, Harold Bertram; Griffith, Harold John Jarvis; Gulliver, Ronald Frank Leo, B.A. Durham; Habershon, Eric William, B.A. Oxon.; Hall-Wright, Arthur Cecil; Hammond, Philip Jones; Harvey, William Leslie Tyers, LL.B. London; Hawley, James Killer; Hay, Charles William Scott; Heptonstall, Reginald Stafford; Holmes, Herbert Scott; Huggett, Frederick George; Hughes, Edward Holland, LL.B. Liverpool; Hulbert, Henry Bourchier, B.A. Cantab.; Jackson George William Archibald; James, Oswald Leo; Jarvis, George Martin; Johnson, John Ambler; Jones, Kenneth; Kershaw, Arthur Lawrence; Lalonde, Theodore Ernest; Locker, Ronald George Pearsall; Loft, Arthur William, Harneis, B.A. Oxon.; Lynde, Humphrey Malcolm; Martin, Ronald James Stanley, B.A. Oxon.; Marton, Oliver Egerton Christopher; Merrick, William; Moss, Malcolm Harding; Oakley, Frederick William Whittall; O'Connor, Thomas Henry; Orme, Arthur John Albert; Page, Reginald Ellis; Palser, Clement Henry Ford; Parker, John Steer; Parry, John Percival; Plowman, John Anthony; Porter, Charles Vernon; Powell, Thomas Edward John Nathaniel; Pritchard, Hugh Wentworth, B.A. Oxon.; Randall, Ernest Charles; Rendel, William Vincent; Rule, Archer Nelson; Seaton, William Alexander, B.A. Oxon.; Side, Robert Erle, LL.B. London; Simpson, Thomas Barnsley, B.A., LL.B., Cantab.; Slater Arthur Deakin; Smith Thomas, Snow, Richard Malcolm; Solloway, Kenneth Frederick; Sturton, Charles Walter; Swatton, William Thomas; Taberner, Ernest; Thompson, Charles Cuthbert; Thomson, Archibald Douglas Paxton, B.A., LL.B. Cantab.; Thorburn, Philip, B.A. Cantab.; Walford, Geoffrey Hugh, B.A. Cantab.; Watkins, William Irving; Watson, Edmund; Whiteside, Edward; Williams, Alun; Wilson, Edward Rowland, B.A. Cantab.; Winter, Robert Jennings; Woodthorpe, John Frederick; Woolnough, Kenneth Vernon, B.A. Oxon.; Wright, Charles Henry; Zabell, Norman Francis.

No. of Candidates, 209. Passed 167.

Legal News.

Business Announcement.

Mr. Henry John Mead and Lieut.-Colonel Gifford Mead, practising at 22 Regent-street as Mead & Sons, have taken into partnership Mr. HAROLD BERTRAM BINGHAM, M.A., B.C.L. (Oxon.), who has been associated with the firm several years. The style of the firm will be "Mead, Sons & Bingham."

Mr. M. J. D. STEPHENS.

Mr. Matthew J. D. Stephens, Solicitor, of Hong Kong, died there on the 28th April last, at the age of eighty-three. A son of the late Mr. M. S. Stephens, of Chatham, he was admitted in 1863, soon after which he proceeded to Hong Kong, and practised in the Supreme Court of that colony as a solicitor and proctor for about fifty years. Mr. Stephens was the senior legal practitioner in Hong Kong, and a man of considerable ability, who had specialised as a conveyancer and as "A Patent and Trade Mark Agent." He was well known for his generosity.

Mr. A. DIXON.

Mr. Albert Dixon, solicitor, who died at his residence at Staines (Middlesex), recently, after a long illness, was admitted in 1887, and formerly practised at Leeds. He removed to London about twelve years ago and carried on practice in partnership with his son (Mr. Horace A. Dixon), B.A. (Cantab), as Albert Dixon & Son, at 175 and 176 Piccadilly.

ASSAULT ON BARRISTER IN THE TEMPLE.

At the Mansion House Justice Room, before Alderman Sir George Truscott, Mr. Henry Harbridge Jennens, forty-eight, solicitor (on bail), was charged with assaulting Mr. G. W. H. Jones, M.P., a member of the Bar, by striking him on the nose with his fist outside his chambers, in Essex-court, Temple. Mr. J. A. C. Keeves, who appeared for the defendant, said his client would plead "Guilty."

Mr. Melville, who appeared for the prosecution, said that on the afternoon of 25th June, about 4 o'clock, the defendant went to Mr. Jones's chambers, at 1, Essex-court, Temple. He asked Mr. Jones's clerk to accept a brief for the coming Guildford Assizes with a well-known leader. The clerk went into Mr. Jones's room, and Mr. Jones himself came to the door, and, addressing the defendant, said: "I will have nothing to do with you. I will not speak to you." The defendant remained and endeavoured to get the clerk to change his mind, but without result. Outside the chambers there were three or four steps, leading to Middle Temple-lane. The defendant waited outside, and when Mr. Jones, with two legal friends, emerged from the door, he suddenly and without provocation of any kind, struck Mr. Jones a savage blow on the eye and nose, causing him to fall. He bled profusely. His friends gave the defendant into custody.

Mr. Keeves said he was instructed by his client to offer to Mr. Jones his profound and humble apology, for having committed such an unprovoked assault. His client was sincerely contrite in that respect. After Mr. Jones's refusal to accept a brief from him, Mr. Jennens became incensed, suddenly lost his head, and struck him in the way described.

Sir George Truscott said it was a most disgraceful assault, which nothing could justify. It was entirely unprovoked. In assessing the punishment he should take into consideration the damage which Mr. Jennens might suffer from the publicity given to the case, and the possibility that some action might be taken by The Law Society. He ordered him to pay a fine of 40s. and £3 costs.

The penalty was at once paid.

Court Papers.

Supreme Court of Judicature.

Date.	Rota of Registrars in Attendance on Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Romer.
M'nd'y July 13	Mr. Synge	Mr. Jolly	Mr. Hicks Beach	Mr. Bloxam
Tuesday .. 14	Ritchie	More	Bloxam	Hicks Beach
Wednesday 15	Bloxam	Synge	Hicks Beach	Bloxam
Thursday . 16	Hicks Beach	Ritchie	Bloxam	Hicks Beach
Friday 17	Jolly	Bloxam	Hicks Beach	Bloxam
Saturday .. 18	More	Hicks Beach	Bloxam	Hicks Beach
	Mr. Justice Astbury.	Mr. Justice Lawrence.	Mr. Justice Russell.	Mr. Justice Tomlin.
M'nd'y July 13	Mr. Synge	Mr. Ritchie	Mr. More	Mr. Jolly
Tuesday .. 14	Ritchie	Synge	Jolly	More
Wednesday 15	Synge	Ritchie	More	Jolly
Thursday . 16	Ritchie	Synge	Jolly	More
Friday 17	Synge	Ritchie	More	Jolly
Saturday .. 18	Ritchie	Synge	Jolly	More

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 5%. Next London Stock Exchange Settlement. Thursday, 23rd July, 1925.

	Middle Price. 8th July	Interest Yield.	Yield with Redemption.
English Government Securities.		£ s. d.	£ s. d.
Consols 2½%	56½	4 8 6	—
War Loan 5% 1929-47	100	5 0 0	5 0 6
War Loan 4½% 1925-45	94½	4 15 0	4 18 0
War Loan 4% (Tax free) 1929-42 ..	100	4 0 0	4 0 0
War Loan 3½% 1st March 1928 ..	96½	3 13 0	5 1 0
Funding 4% Loan 1960-90	87½	4 11 6	4 13 0
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years ..	91	4 8 0	4 11 6
Conversion 4½% Loan 1940-44 ..	95	4 14 6	4 18 0
Conversion 3½% Loan 1961	76½	4 11 6	—
Local Loan 3% Stock 1921 or after ..	64½	4 13 0	—
Bank Stock	248½	4 17 0	—
India 4½% 1950-55	87½	5 3 0	5 8 0
India 3½%	65½	5 7 0	—
India 3%	56½	5 7 0	—
Sudan 4½% 1939-73	92½	4 17 6	4 19 0
Sudan 4% 1974	85	4 14 0	4 18 6
Transvaal Government 3% Guaranteed 1923-53 (Estimated life 19 years) ..	79	3 15 6	4 11 0
Colonial Securities.			
Canada 3% 1938	80½	3 15 0	5 0 0
Cape of Good Hope 4% 1916-36 ..	90½	4 8 6	5 2 0
Cape of Good Hope 3½% 1929-49 ..	77½	4 10 6	5 2 6
Commonwealth of Australia 4½% 1940-60	96½	4 17 6	4 18 6
Jamaica 4½% 1941-71	93½	4 16 0	4 17 0
Natal 4% 1937	91	4 8 0	4 18 0
New South Wales 4½% 1935-45 ..	90½	4 19 0	5 4 6
New South Wales 4% 1942-62	82½	4 17 0	5 0 6
New Zealand 4½% 1944	96½	4 13 0	4 17 0
New Zealand 4% 1929	95	4 4 0	5 8 0
Queensland 3½% 1945	75	4 13 6	5 9 6
South Africa 4% 1943-63	86½	4 12 6	4 16 6
S. Australia 3½% 1926-36	84	4 3 6	5 9 0
Tasmania 3½% 1920-40	81½xd	4 5 6	5 5 0
Victoria 4% 1940-60	85½	4 13 6	4 18 0
W. Australia 4½% 1935-65	90½	4 19 6	5 1 0
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corpn.	63	4 15 0	—
Bristol 3½% 1925-65	74	4 14 6	5 1 0
Cardiff 3½% 1935	87½	4 0 0	5 1 6
Croydon 3% 1940-60	67½	4 9 0	5 0 0
Glasgow 2½% 1925-40	76½	3 5 6	4 12 0
Hull 3½% 1925-55	76½	4 11 0	4 19 6
Liverpool 3½% on or after 1942 at option of Corpn.	73½	4 15 6	—
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	54½	4 12 0	—
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	62½	4 16 0	—
Manchester 3% on or after 1941 ..	62½xd	4 16 0	—
Metropolitan Water Board 3% 'A' 1963-2003	62½	4 16 6	4 18 0
Metropolitan Water Board 3% 'B' 1934-2003	63½	4 14 6	4 17 0
Middlesex C.C. 3½% 1927-47	80xd	4 7 6	5 0 0
Newcastle 3½% irredeemable	73½	4 15 0	—
Nottingham 3% irredeemable	63	4 15 0	—
Plymouth 3% 1920-60	68	4 8 0	4 18 6
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture ..	81½	4 18 0	—
Gt. Western Rly. 5% Rent Charge ..	100	5 0 0	—
Gt. Western Rly. 5% Preference ..	95½	5 4 6	—
L. North Eastern Rly. 4% Debenture ..	77½xd	5 3 0	—
L. North Eastern Rly. 4% Guaranteed	76½	5 4 6	—
L. North Eastern Rly. 4% 1st Preference	70	5 14 0	—
L. Mid. & Scot. Rly. 4% Debenture ..	79½	5 1 0	—
L. Mid. & Scot. Rly. 4% Guaranteed ..	78½	5 2 0	—
L. Mid. & Scot. Rly. 4% Preference ..	73½	5 9 0	—
Southern Railway 4% Debenture ..	78½xd	5 2 0	—
Southern Railway 5% Guaranteed ..	98½	5 1 6	—
Southern Railway 5% Preference ..	92½	5 8 0	—